MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
October 20, 2026

HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154

CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

AGENDA
TUESDAY, OCTOBER 20, 2026 at 6:00 p.m.

Call to Order

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Davis)

Proclamations

Texas Chamber of Commerce Week-October 19-23, 2026

October Night Sky Month-October 2026

International Accounting Day-November 10, 2026

Presentations

Recognition of the 2026 Schertz Emerging Leaders Class (HR Director Jessica Kurz)

Presentation of the 3CMA Savvy Awards: Presented to the Public Affairs Department at the 2026 City-County Communications & Marketing Association Annual Conference (Public Affairs Director Krystal Haynes)

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.Rodriguez**)**

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than ***3*** *minutes.*

All remarks shall be addressed to the Council as a body, and not to any individual member thereof.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Resolution 26-R-119** - Authorizing a task order amendment with Halff Associates, Inc., for the Lookout Road Reconstruction Project (Assistant City Engineer John Nowak)

2. **Resolution 26-R-120** - Authorizing a task order amendment with Halff Associates, Inc., for the Final Design of the Lower Seguin Road Project (Assistant City Engineer John Nowak)

3. **Resolution 26-R-122** - Authorizing a service agreement with South Texas Tree Service, LLC, for tree and brush removal services (Director of Public Works Larry Busch)

4. **Resolution 26-R-114** - Authorizing an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool for Group Critical Illness Insurance (Human Resources Manager Leanne Kowrach)

Discussion and Action Items

5. **Resolution 26-R-118** – Authorizing a task order agreement with Halff Associates, Inc. for professional engineering-related services for the design of the Weir Road Crossing Repair/Replacement Project (Assistant City Engineer John Nowak)

Public Hearings

6. **Ordinance 26-S-020**- Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.8. Permitted Use Table, and Article 16 Definitions in relation to Data Centers (Senior Planner Daisy Marquez)

7. **Worksession** - Conduct a Public Hearing regarding the Scenic Hill Drainage (Deputy City Manager Brian James)

Workshop

8. **Workshop Regarding Street Lighting** (City Engineer Kathy Woodlee)

Closed Session

9. The City Council will meet in closed session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations, to deliberate the offer of a financial or other incentive to a business prospect:

1. Project Cool Cat

10. The City Council will meet in closed session pursuant to Texas Government Code Section 551.071, consultation with legal counsel, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with TOMA, to wit: provision of legal interpretation and advice related to what constitutes a prohibited series of communications pursuant to Texas Government Code Section 551.143.

11. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Secretary, Ms. Sheila Edmondson.

12. Take any action based on discussion held in Closed Session under Agenda Item # 9.

13. Take any action based on discussion held in Closed Session under Agenda Item # 10.

14. Take any action based on discussion held in Closed Session under Agenda Item # 11.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

15. **Check Report** - August 2026 (Finance Director James Walters)

16. **Check Report** - September 2026 (Finance Director James Walters)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 14TH DAY OF OCTOBER 2026 AT 6:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____DAY OF _____, 2026.
TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the

presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Rodriguez Member Audit Committee Investment Advisory Committee Main Street Committee TIRZ II Board Liaison Board of Adjustments Senior Center Advisory Board-Alternate	**Councilmember Davis– Place 1** Member Interview Committee - Chair Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
Councilmember Watson – Place 2 Member Audit Committee Liaison Capital Improvement Advisory Committee Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation (CVLGC)-Ex-Officio	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board
Councilmember Guerrero – Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee Liaison Schertz Historical Preservation Committee	**Councilmember Westbrook – Place 5** Member Schertz-Seguin Local Government Corporation (SSLGC) Liaison Planning and Zoning Commission Schertz Historical Preservation Committee - Alternate
Councilmember Dietz – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee Investment Advisory Committee Main Street Committee Liaison	**Councilmember Sheridan – Place 7** Member Main Street Committee Liaison Economic Development Corporation

Building and Standards Commission Senior Center Advisory Board	

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**City Secretary**
Subject:	**Texas Chamber of Commerce Week-October 19-23, 2026**

Attachments

Texas Chamber of Commerce Week 2026

City of Schertz

Proclamation

Texas Chamber of Commerce Week

October 19th – 23rd, 2026

WHEREAS, more than five hundred local chambers of commerce in Texas distinguish themselves as the voice of business in our state; and

WHEREAS, The Chamber (Schertz-Cibolo-Selma Area) of Commerce works with businesses, nonprofits, banks, and merchants to advance the civic, economic, professional, and cultural life of our communities; and

WHEREAS, The Chamber, founded in 2005, has contributed to the civic and economic life of Selma for over twenty-one years; and

WHEREAS, The Chamber represents more than 645 businesses across 24 cities and 9 counties, providing a strong network of businesses, organizations, and community leaders working together to promote economic success; and

WHEREAS, The Chamber is a U.S. Chamber of Commerce Accredited organization with a 4-Star Accreditation, a distinction held by only approximately 3% of the nation's chambers of commerce, and is the only 4-Star Accredited chamber in the area; and

WHEREAS, the business community, represented through The Chamber, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, and a positive vision of the future; and

WHEREAS, The Chamber encourages the growth of existing businesses and commercial firms and encourages new businesses to locate in our communities, acting as a liaison with the City of Schertz schools, and the business community; and

WHEREAS, chambers of commerce foster stronger, more vibrant communities by advocating for priorities that promote economic prosperity, enhance quality of life, and create access to meaningful employment and opportunity for all residents; and

WHEREAS, The Chamber has been a strong partner with the City of Schertz in endeavors to promote and develop our local business community, strengthen relationships, and support the continued success of our area; and

WHEREAS, chambers of commerce serve as the voice of the local business community and advocate for favorable business regulations, economic development, and local municipality support; and

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz, Texas, do hereby proclaim the **week of October 19-23, 2026,** as

"Texas Chamber of Commerce Week"

and encourage all citizens to recognize and celebrate the vital contributions of The Chamber and the business community to the continued growth, prosperity, and quality of life of the City of Schertz.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this the 20th day of October 2026.

_____

Ralph Rodriguez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**City Secretary**
Subject:	**October Night Sky Month-October 2026**

Attachments

Hill Country Night Sky Month 2026

City of Schertz

Proclamation

“Hill Country Night Sky Month”

October 2026

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Schertz and are therefore worthy of celebration; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Schertz; and

WHEREAS, preserving the rich historic heritage and starry night skies of Schertz is important to its residents; and

WHEREAS, “light pollution,” which is wasted light that performs no function or task and artificial light that goes where it is not supposed to go, is created by glare, light trespass, sky glow, and over lighting; and

WHEREAS, light pollution wastes natural resources amounting to at least $3 billion per year and contributes to diminished American energy independence; and

WHEREAS, the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and

WHEREAS, the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and

WHEREAS, solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region; and

WHEREAS, this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

Now, therefore, I Ralph Rodriguez, Mayor, do hereby proclaim October 2026

Hill Country Night Sky Month

in the City of Schertz and ask the citizens to appreciate the aesthetic beauty and wonder of star-filled skies that are the heritage of all humankind and locally to the inhabitants of the city.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed this 20th day of October 2026.

_____

Ralph Rodriguez

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**City Secretary**
Subject:	**International Accounting Day-November 10, 2026**

Attachments

International Accounting Day November 10,2026

City of Schertz

Proclamation

DRAFT

INTERNATIONAL ACCOUNTING DAY

NOVEMBER 10, 2026

WHEREAS, the history of Accounting is an established practice date back several millennia; and

WHEREAS, records and documents originating from the Mesopotamian region traced back as far as 5,000 B.C. reveal the employment of accounting systems. Further evidence of the prevalence of accounting would appear from discoveries in ancient Egypt and Babylonia; and

WHEREAS, the City of Schertz Finance Department consists of a Finance Director-12 years; Assistant Finance Director-3 years; Senior Accountant-15 years; Accountant-5 years; Financial Analyst-1 year, Accounts Payable-22 years and Administrative Asssitant-22 years with a combined total of 80 years of experience and expert knowledge; and

WHEREAS, the Finance Department oversees the management of the City of Schertz Budget and for FY 2025-2026, the total budget is $140,162,098; and

WHEREAS, the Finance Department upholds a high standard of ethics, professionalism, and knowledge by maintaining and enhancing their skills through continuing professional educational; and

WHEREAS, the Finance Department always practices good financial stewardship and has been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA) of the United States and Canada for 37 consecutive years.

Now, therefore, I Ralph Rodriguez, Mayor, do hereby proclaim

November 10th, 2026, International Accounting Day

in the City of Schertz and ask the citizens to acknowledge and recognize the outstanding financial stewardship the Finance Department provides the city with every day.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed this 20th day of October 2026.

_____

Ralph Rodriguez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Executive Team**
Subject:	**Recognition of the 2026 Schertz Emerging Leaders Class (HR Director Jessica Kurz)**

BACKGROUND

Concluding its 5th year, the Schertz Emerging Leaders Program is a comprehensive employee development effort to provide advanced training to budding leaders in all departments and at all levels so that they can reach their leadership potential and add even more value to the quality of service that the City provides to its customers.

Congratulations to the 2026 Emerging Leaders Class:

- Harris Atilano-Fuentes, Public Works, Streets Maintenance Worker Trainee
- Starla Blake, Police, Police Records Manager
- Tatum Hearn, Public Affairs, Marketing & Communication Specialist
- Miguel Martinez, Library, Library Assistant
- Cole Moody, Parks & Recreation, Park Maintenance Technician II
- Jeremiah Rodriguez, EMS, Paramedic
- Rodolfo Rosales, Utility Billing, Utility Billing Manager
- Jose Sanchez, Public Works, Streets Maintenance Worker II

Attachments

2026 Schertz Emerging Leaders Class - City Council Presentation

Schertz Emerging Leaders Presentation

Tuesday, October 20, 2026

Sarah Gonzalez, Assistant City Manager

Jessica Kurz, Director of Human Resources & Purchasing

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SCHERTZ
EMERGING LEADERS
PROGRAM







Congratulations Class of 2026!

SCHERTZ EMERGING LEADERS PROGRAM

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

A special thanks to our Emerging Leaders Program Mentors

- Emily Delgado, Planning Manager
- Jim Lowery, Chief of Police
- Martin Trevino, Police Lieutenant
- Amy Madison, Interim Director of Economic Development
- April Toman, Senior Librarian
- Kathy Woodlee, City Engineer
- Cassie Paddock, Recreation Manager
- Nick Ferris, Assistant Director of Public Works

And to Program Coordinators:

- Sarah Gonzalez, Assistant City Manager
- Jessica Kurz, Human Resources Director
- Zii Reed, City Management Administrative Assistant

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SCHERTZ EMERGING LEADERS PROGRAM

And a thank you to Andrew McBride and SSLGC!

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Harris Atilano-Fuentes

Public Works: Streets Maintenance Worker Trainee

SCHERTZ EMERGING LEADERS PROGRAM

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Starla Blake

Police:
Police Records Manager

SCHERTZ EMERGING LEADERS PROGRAM

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COMMUNITY ★ SERVICE ★ OPPORTUNITY

Tatum Hearn

Public Affairs: Marketing & Communications Specialist

SCHERTZ EMERGING LEADERS PROGRAM

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COMMUNITY ★ SERVICE ★ OPPORTUNITY

Miguel Martinez

Library:
Library Assistant

SCHERTZ EMERGING LEADERS PROGRAM

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Cole Moody

Parks & Recreation: Park Maintenance Technician II

SCHERTZ EMERGING LEADERS PROGRAM

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COMMUNITY ★ SERVICE ★ OPPORTUNITY

Jeremiah Rodriguez

EMS:
Paramedic

SCHERTZ EMERGING LEADERS PROGRAM

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Rodolfo Rosales

Utility Billing:
Utility Billing Manager

SCHERTZ EMERGING LEADERS PROGRAM

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Jose Sanchez

Public Works: Streets Maintenance Worker II

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Public Affairs**
Subject:	**Presentation of the 3CMA Savvy Awards: Presented to the Public Affairs Department at the 2026 City-County Communications & Marketing Association Annual Conference (Public Affairs Director Krystal Haynes)**

BACKGROUND

Public Affairs came home from the 2026 City-County Communications & Marketing Association (3CMA) Conference with one Award of Excellence, equivalent to third place, and one Savvy Award, equivalent to first place.

PA received the Award of Excellence for:

- Video: Inverview/Talk Show/News Programming - Now You Know Schertz

PA received the Savvy Award for:

- Plan: Communications/Marketing Plan: Let's Talk Trash Campaign

This was a major accomplishment for the City of Schertz, marking the first time in our history that the Public Affairs Department was recognized at the national 3CMA Savvy Awards. With more than 1,200 submissions from communities across the country, we are incredibly proud to have our work recognized among some of the best in the nation. This recognition included our creative video series, *Now You Know Schertz*, as well as the *Let's Talk Trash* campaign developed to help residents navigate the solid waste transition in the summer of 2025. Our team works hard to communicate with residents in ways that are clear, engaging and creative, especially when navigating complex topics and community changes. We are honored to see that work recognized on a national level and proud to bring these awards home to Schertz for the very first time.

Attachments

2026 Savvy Award Presentation



2026 SAVVY AWARDS

City Council Meeting - October 20, 2026

KRYSTAL HAYNES | DIRECTOR OF PUBLIC AFFAIRS

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

CITY-COUNTY COMMUNICATIONS & MARKETING ASSOCIATION





SEPTEMBER 9-11 | DENVER, CO

Over 1200 entries

2 National Awards!

3CMA
City-County Communications & Marketing Association

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

VIDEO: INTERVIEW/NEWS PROGRAMMING - NOW YOU KNOW SCHERTZ

Award of Excellence - 3rd Place





- Monthly Video Series that highlights city departments
- Inteview style with City Manager
- Recently brought the production in house resulting in cost savings and higher engagment

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COMMUNICATIONS/MARKETING PLAN - LET'S TALK TRASH

Savvy - 1st Place



- Team effort!
- Developed to inform residents about the transition to a new solid waste provider and upcoming service changes
- Utilized creative messaging and multiple communication channels to educate residents on service changes, answer questions, and encourage a smooth transition.

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COMMENTS & QUESTIONS

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Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Engineering**
Subject:	**Resolution 26-R-119 - Authorizing a task order amendment with Halff Associates, Inc., for the Lookout Road Reconstruction Project (Assistant City Engineer John Nowak)**

BACKGROUND

City Council originally approved the Task Order for the Lookout Road Reconstruction project design on December 6th, 2023 with a not to exceed amount of $330,000. As the design progressed and the project scope changed, multiple Task Order Amendments were approved (7/11/2023; 3/18/2025; and 4/1/2025) which increased the Not to Exceed amount to $571,000. This Not to Exceed amount provided for approximately $23,125 of contingency. The project design is nearly fully complete, but there are two design changes that need to occur in order to complete the project design.

The last two design changes have been encountered late in the project. The first change is to upsize a portion of the new sewer main. In doing a review of the 95% plans, it was determined that part of the new proposed sewer main (the western end portion) be upsized to a larger diameter than originally planned. The upsize was deemed necessary in order to better accommodate future, anticipated flows in this main. While this sounds like a simple modification to the plans, the larger diameter requires a pipe grade adjustment and the replacement effort needs to extend westward beyond the original project limits, triggering some design changes. The second change involves shifting the alignment of Schertz Parkway at the Lookout Road intersection. By shifting the alignment, the project avoids having to acquire Right-of-Way acquisition and the associated site and signage impacts to the Blue Bonnet Palace site (which is located in Selma).

The proposed design changes are expected to cost $35,000, which exceeds the available contingency amount. Therefore, the not to exceed amount needs to be increased in order to accommodate the needed additional design costs. The proposed Task Order Amendment proposes using some of the existing contingency to fund the increased costs and still provide for a nominal amount of contingency in order to fully complete the project design. This is why the proposed increase in the not to exceed amount is less than the expected increase in design cost (a $29,000 increase versus a $35,000 increase). Once these design changes are completed, the project plans will be complete and the bid package can be assembled for the project.

GOAL

Approval of a Task Order Amendment to cover design changes related to the Schertz Parkway alignment shift at the Lookout Road intersection and upsizing part of the new sewer main to complete the project design and bid package for the Lookout Road Reconstruction project.

COMMUNITY BENEFIT

Reconstruction of Lookout Road will provide a more robust pavement section capable of supporting the traffic loading on the street. The Schertz Parkway/Lookout Road intersection will be signalized to improve operational efficiencies and reduce congestion at the intersection. Replacement of the sewer main will provide more sewer capacity in the area to better serve existing development and future development.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of a Task Order Amendment to increase the not to exceed amount to allow for additional design services for the Lookout Road Reconstruction Project.

FISCAL IMPACT

The Schertz Economic Development Corporation (EDC) is funding this project. The EDC previously authorized up to $771,000 for the project design. With the proposed Task Order Amendment, the not to exceed amount will increase by $29,000 to $600,000, which is below the amount authorized by the EDC. The proposed amendment would move $29,000 of funding from the construction budget to the professional services budget, leaving the total project budget the same. Any unused design funds will later be transferred back to the construction budget once the project has been bid and the actual construction costs are known.

RECOMMENDATION

Approve Resolution 26-R-119

Attachments

Resolution 26-R-119 w/ attachments

CIP Project Sheet and Map

RESOLUTION 26-R-119

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AMENDMENT WITH HALFF ASSOCIATES, INC. FOR THE LOOKOUT ROAD RECONSTRUCTION PROJECT

WHEREAS, on December 6, 2022 the City Council of the City of Schertz approved Resolution 22-R-138 approving a Task Order with Half Associates, Inc. with a not to exceed amount of $330,000 for the design of the Lookout Road Reconstruction Project; and

WHEREAS, subsequently the City Council of the City of Schertz approved Resolutions 23-R-56, 25-R-035, and 25-R-043 to amend the Task Order agreement and increased the not to exceed amount to $571,000 to provide for additional design services for project scope increase and Right-of-Way acquisition; and

WHEREAS, the City Council of the City of Schertz wishes to amend the Task Order agreement with Half Associates, Inc. to add additional design services to provide for additional upsizing of a portion of the new sewer main beyond the original project scope and a roadway alignment shift of Schertz Parkway at the Schertz Parkway and Lookout Road intersection; and

WHEREAS, City staff has determined that Halff Associates, Inc. is uniquely qualified to provide such services for the City; and

WHEREAS, Halff Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, the City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Halff Associates, Inc. in substantially the form set forth on Exhibit A, increasing the Task Order amount by $35,000, and to execute further amendments as necessary not to exceed a total expenditure amount of $600,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of $35,000 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total amount of $600,000**.**

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

TASK ORDER AMENDMENT WITH HALFF ASSOCIATES, INC. FOR THE LOOKOUT ROAD RECONSTRUCTION PROJECT

September 28, 2026
AVO 35005.012

John Nowak, P.E.
Assistant City Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1825 | jnowak@schertz.com

RE: Lookout Road from Schertz Parkway to Doerr Lane
Additional Services No. 4: Intersection and Sheet Revisions

Dear Mr. Nowak:

We are pleased to present this proposal for additional professional services related to the Lookout Road Improvements Project. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on the Lookout Road and Schertz Parkway redesign and sheet revisions for this important project.

Should you require any further information or clarification, please do not hesitate to reach out. We look forward to continuing our successful collaboration on this project!

Sincerely,
HALFF ASSOCIATES, INC.

Lamberto “Bobby” Ballí, PE, PWLF
Vice President, Director of Public Works

AMENDMENT TO TASK ORDER

Amendment No. 4

Task Order Number: 14

Project Name:	Schertz/Lookout Road Reconstruction
Owner:	City of Schertz
Engineer:	Halff Associates, Inc.

General Purpose of the Amendment:

This Amendment encompasses redesign of the Schertz Parkway and Lookout Road intersection. Additionally, this Amendment includes revisions required to complete the additional Correction Notice sent to Halff on July 28, 2026. The total amount of this Amendment shall not exceed $35,000 without prior Authorization from the City of Schertz.

Description of Modifications:

The total cost Amendment No. 4, Task Order 14 is $35,000.

Redesign of Schertz Parkway and Lookout Road Intersection ($30,000):

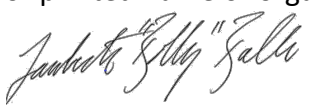
The City of Schertz has requested an intersection redesign in attempts to avoid right-of-way impacts to the Blue Bonnet Palace property located southwest of the intersection at 17630 Lookout Road. A preliminary layout for this change has been agreed upon by Schertz (see attachment titled "Schertz Pkway Roadway Shift.") Halff anticipates redesign effort will include structural, roadway, traffic, and drainage updates. Halff estimates approximately 28 sheets will be needed to be updated to reflect updates to the intersection. No updates to the Drainage Report are anticipated because of the intersection redesign.

Additional Correction Notice ($5,000):

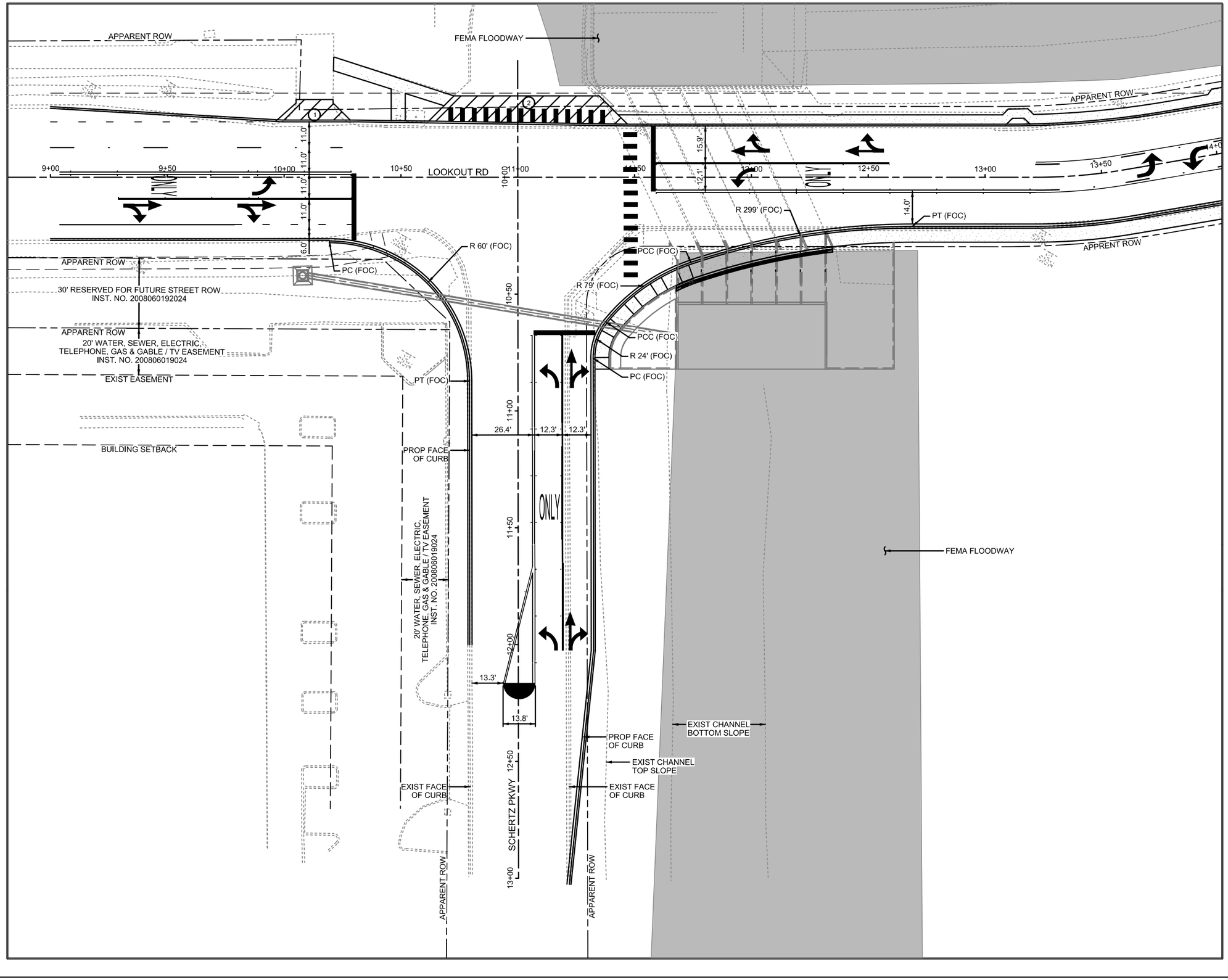
The City of Schertz has requested additional revisions as shown in the Corrections Notice dated 7/28/2026 (see attached). This review encompasses additional traffic and construction changes in addition to the changes included in redesign of the intersection. Halff estimates approximately 10 sheets will need updates to reflect these additional comments.

(See next page for Authorization Signatures)

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment shall be effective upon authorization by Owner.

Owner	Engineer
City of Schertz	Halff Associates, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: 
(individual's signature)	(individual's signature)
Date: _____	Date: 9/28/2026
(date signed)	(date signed)
Name: _____	Name: Lamberto "Bobby" Ballí
(typed or printed)	(typed or printed)
Title: _____	Title: VP, Director of Public Works
(typed or printed)	(typed or printed)

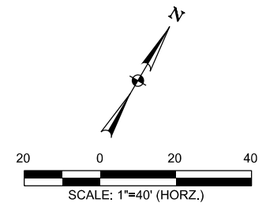
Schertz Pkwy shift (Sheet) PDF_2D_MON_FW_MR_300.pit
3/20/2026 10:58:06 AM ah2248 HALFF A:\35000s\35005\012\PWCADD\WorkingFiles\TR-PAVE-TURNLN-35005.012.dgn



LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED CENTERLINE
- EXIST SANITARY SEWER LINE (QLD) — Ex 21"SS
- EXIST NATURAL GAS LINE (QLD) — Ex 6"NG
- EXIST OVERHEAD TELEPHONE (QLC) — Ex OH Tel
- EXIST OVERHEAD ELECTRIC (QLC) — Ex OHE
- EXIST UG TELEPHONE (QLC) — Ex UG Tel
- EXIST WATER LINE (QLD) — Ex 8"W
- DIRECTION OF TRAFFIC FLOW
- PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY ID (#)
- PROPOSED SANITARY SEWER MH
- PROPOSED SANITARY SEWER LINE — 18"SS

NOTES:
1. ALL CALLOUTS REFERENCE LOOKOUT RD CENTERLINE UNLESS OTHERWISE NOTED.
2. CALL THE TEXAS STATE WIDE ONE CALL LOCATOR NUMBER 1-800-344-8377, 48 HOURS BEFORE DIGGING ANY EXCAVATION.
3. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, CENTERPOINT ENERGY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES.
   THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING OPERATION OF ALL EXISTING UTILITIES AFFECTED BY PROPOSED CONSTRUCTION.
5. LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE DRAWINGS AND FIELD SURVEY. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
6. REFER TO DRAINAGE PLAN AND PROFILE SHEETS AND SW3P SHEETS FOR ADDITIONAL INFORMATION.
7. REFER TO UTILITY LAYOUT SHEETS FOR INFORMATION ON UTILITIES TO REMAIN, ABANDON, OR RELOCATE.
8. DRIVEWAY CURB AND GUTTER TO BE PAID FOR UNDER ITEM 02771 "CURB AND GUTTER".



CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

halff
TBPELS FIRM REGISTRATION #312

LOOKOUT ROAD RECONSTRUCTION
FROM SCHERTZ PKWY TO DOERR LN

SCHERTZ PKWAY ROADWAY SHIFT

SHEET: 1 of 1

100% SUBMITTAL	PROJECT NO.:		DATE: 3/20/2026
DRWN. BY: JR & HL	DSGN. BY: JR & HL	CHKD. BY: JFK	SHEET NO.: 1

Corrections Notice

Date: July 28, 2026

To: Luis Cardona
100 NE Loop 410, Suite 701
San Antonio, TX 78216

Subject:
Public Infrastructure - PRPI202303006

Dear Luis Cardona,

The City has reviewed your plans/reports regarding the above referenced project address and offer the following review comments. These items must be addressed through revised drawings and/or addendum submitted to the Engineering in order to proceed.

Engineering Review (Reviewed By: John Nowak - (210) 619-1825 - jnowak@schertz.com)

8. Limits and location of work will change some due to shifting the Schertz Parkway alignment to the east to avoid needing ROW from Blue Bonnet Palace. Other plan sheets will be affected similarly.
9. Doerr Lane and intersection work needs to be done at night with normal traffic allowed during the day.
10. Construction limits need to change due to increased pipe diameter. other plan sheets also need to change.
11. Work needs to be done at night and normal traffic restored during the day.
12. Sign pointing the wrong direction.
13. Work needs to be done at night and normal traffic restored during the day.
14. Is this sign correct?
16. Doerr Lane work needs to be done at night with normal traffic restored during the day
17. Adjust limits of construction based on the Schertz Parkway alignment shift to the east.

If you have any questions or concerns, please contact me at (210) 619-1825 or by email at jnowak@schertz.com.

Sincerely,

John Nowak
Assistant City Engineer

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation and Utility **Project Code:** E05

Project Title: Lookout Road Reconstruction

Project Manager: Engineering

Location Description: Lookout Road, Schertz Parkway to Doerr Lane

Project Summary: Reconstruction of Lookout Road and upsizing of sanitary sewer main form Doerr Lane to Schertz Parkway. A new traffic signal will also be installed at the Schertz Parkway and Lookout Road intersection.

Start Date: Dec-22

Completion Date: Sep-27

Project Forecast

	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
Funding Source								
EDC	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692
		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692
Expenditure	**Prior Expenditure**							
Land Acquisition	$ 63,287	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,287
Professional Services	$ 550,000	$ 21,000	$ -	$ -	$ -	$ -	$ -	$ 571,000
Construction	$ 3,500,000	$ 3,174,405	$ -	$ -	$ -	$ -	$ -	$ 6,674,405
Total Expenditure	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation and Utility **Project Code:** E05

Project Title: Lookout Road Reconstruction

Project Manager: Engineering

Location Description: Lookout Road, Schertz Parkway to Doerr Lane

Project Summary: Reconstruction of Lookout Road and upsizing of sanitary sewer main form Doerr Lane to Schertz Parkway. A new traffic signal will also be installed at the Schertz Parkway and Lookout Road intersection.

Start Date: Dec-22

Completion Date: Sep-27

Revised Line Item Budgets

Project Forecast

	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
Funding Source								
EDC	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692
		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692
Expenditure	**Prior Expenditure**							
Land Acquisition	$ 63,287	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,287
Professional Services	$ 550,000	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 571,000
Construction	$ 3,500,000	$ 3,145,405	$ -	$ -	$ -	$ -	$ -	$ 6,674,405
Total Expenditure	$ 4,113,287	$ 3,195,405	$ -	$ -	$ -	$ -	$ -	$ 7,308,692

CITY OF SCHERTZ

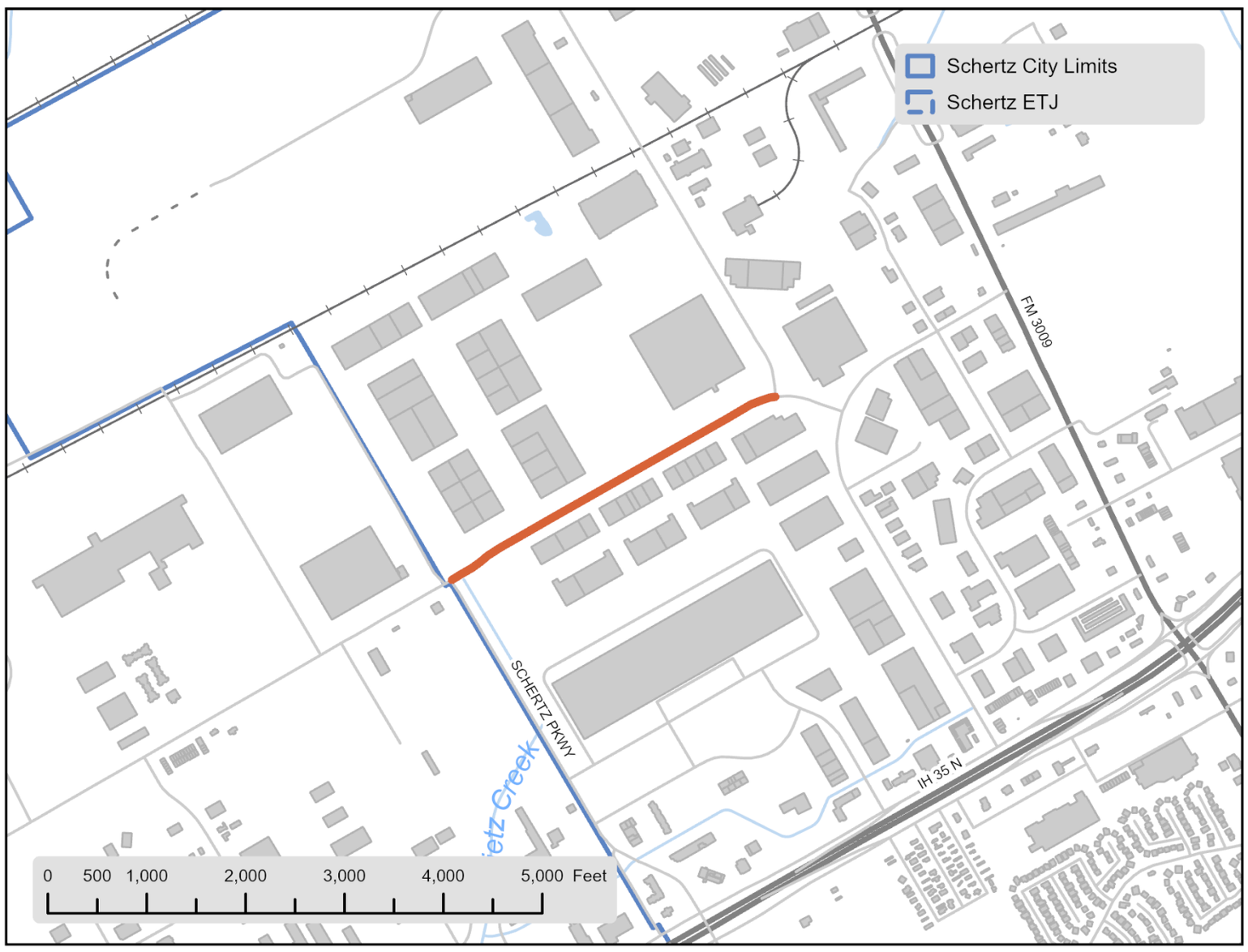
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation and Utility **Project Code:** E05

Project Title: Lookout Road Reconstruction

Location:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LOOKOUT ROAD RECONSTRUCTION

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Engineering**
Subject:	**Resolution 26-R-120 - Authorizing a task order amendment with Halff Associates, Inc., for the Final Design of the Lower Seguin Road Project (Assistant City Engineer John Nowak)**

BACKGROUND

On February 18, 2025, the City Council authorized a Task Order Agreement with Halff Associates, Inc. for the design of the Lower Seguin Road Reconstruction project. The authorization included a not to exceed amount of $2,700,000. This not to exceed amount provided for $143,469.46 of contingency for the design effort. As the design progressed, some additional funding sources were identified which could help pay for part of the construction. The City chose to apply for DCIP and DEAAG grant funding. For the initial grant applications, a Task Order Amendment for $20,000 was approved by Staff, in accordance with City Policy as the amendment was within the available contingency for the design effort, to cover the costs for the DCIP and DEAAG grant applications.

The intal applications for funding were unsuccessful and the City decided to re-apply for the funding during the next funding calls. Additionally, some utility conflicts were identified and the project scope has grown some. Reapplying for the grants, addressing the utility conflicts, and the project scope changes have caused the final design cost of the project to increase beyond the available contingency in the not to exceed amount.

The utility conflicts can be summarized as follows. Some segments of the water line need to be relocated out of the way of the new roadway section. Some segments of the roadway encroach into the CRWA's easement for their large water transmission main, which may require relocation of some segments. As part of the transmission main relocation, additional water line easements need to be secured, which has increased the number of easement/Right-of-Way parcels needed for the project. Part of the landing lighting system for the runways is potentially in conflict with the new roadway improvements and may need to be relocated.

The project scope increases can be summarized as follows. The water line in Lower Seguin Road should eventually be upsized. Because of the upsizing, it is prudent to look at upsizing the entire line length, and not just the segments that need to be relocated. There is a sewer Capital Improvement Project that extends the sewer line from the Crossvine Subdivision across Lower Seguin Road to Aranda Lane. This sewer line should be installed with the project to avoid having to bore or dig up Lower Seguin Road later. Part of the roadway section has been revised to reduce the easement and Right-of-Way needs at the transition between the Rural Secondary Arterial section and the Secondary Arterial section at the east end of the project. There is also some additional design effort included to alter the bid package and plans to have additive alternates. This change is due to not receiving the DCIP grant which was intended to fund some of the additional project elements in the current design effort that are not absolutely necessary to the project effort. These elements can be thought of as "nice to have additions," such as reducing the ponding on the north side of the roadway and the

under-grounding of some of the overhead utilities, to provide a more complete project. However, these things are not needed to reconstruct the roadway and improve access to the south gate entrance, which is the primary goal of the project. By having them added as alternates, if funding is available at bidding, they can be added to the project at that time.

Some of the scope increases and utility conflicts are not fully known at this time. For example, the base runway landing lights may need to be relocated. Similarly, the CRWA water transmission main may not need to be relocated, just additional easement width needs to be provided. The Task Order Amendment was prepared from the standpoint of a "worst case scenario." The intent is to have the amendment be sufficient to cover all the possible additional items/efforts needed to fully complete the project design and prepare the bid package. If the full funds are not needed for the design effort, when the design is completed, any excess funding would be moved back to construction. The intent is to avoid having to have multiple amendments to get the project to the bidding stage.

GOAL

Approval of a Task Order Amendment to cover design changes related to utility conflicts and project scope changes for the Lower Seguin Road Reconstruction project.

COMMUNITY BENEFIT

The reconstruction of Lower Seguin Road will provide a smooth, durable driving surface and ease congestion on the roadway. Easing congestion is expected to improve access to the south gate entrance for Randolph Air Force Base and help reduce accidents at this location.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of a Task Order Amendment to increase the not to exceed amount to allow for additional design services for the project to account for utility conflicts and scope changes for the Lower Seguin Road Reconstruction project.

FISCAL IMPACT

Funding for the proposed amendment is available by transferring some funding from the construction line item to the professional service line item within the project. Increasing the not to exceed amount for the Task Order Agreement from $2,700,000 to $3,500,000 will cover the additional design effort reflected in the amendment. It will also provide some contingency ($67,054.46) should any other, minor issue arise as the design is completed. When the design has been completed, any unneeded design funds remaining will be transferred back to construction.

RECOMMENDATION

Approve Resolution 26-R-120

Attachments

Resolution 26-R-120 w/ attachments

CIP Project Sheet and Map

RESOLUTION 26-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AMENDMENT WITH HALFF ASSOCIATES, INC. FOR THE LOWER SEGUIN ROAD RECONSTRUCTION PROJECT

WHEREAS, on February 18, 2025 the City Council of the City of Schertz approved Resolution 25-R-004 approving a Task Order with Half Associates, Inc. with a not to exceed amount of $2,700,000 for the final design of the Lower Seguin Road Reconstruction Project; and

WHEREAS, the City Council of the City of Schertz wishes to amend the Task Order agreement with Half Associates, Inc. to add some additional design services to provide for addressing utility conflicts, project scope changes, and grant funding applications; and

WHEREAS, City staff has determined that Halff Associates, Inc. is uniquely qualified to provide such services for the City; and

WHEREAS, Halff Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, the City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Halff Associates, Inc. in substantially the form set forth on Exhibit A, increasing the Task Order amount by $876,415, and to execute further amendments as necessary not to exceed a total expenditure amount of $3,500,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of $876,415 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total amount of $3,500,000**.**

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

TASK ORDER AMENDMENT WITH HALFF ASSOCIATES, INC. FOR THE LOWER SEGUIN ROAD ROAD RECONSTRUCTION PROJECT

AMENDMENT TO TASK ORDER

Amendment No. **3**

Task Order Number: 1

Project Name:	Lower Seguin Road PS&E – Revised Design, Additional Water Design & Project Related Specified Additional Services
Owner:	City of Schertz
Engineer:	Halff Associates, Inc.

General Purpose of the Amendment:

This amendment encompasses redesign of Lower Seguin Road (LSR), design services for the relocation City of Schertz Water and Sewer line, coordination with Canyon Regional Water Authority (CRWA) and additional services to progress the development of the project. The total amount of this Amendment shall not exceed $876,415.00 without prior Authorization from the City of Schertz.

Description of Modifications:

CITY OF SCHERTZ ("CITY") is currently working with Halff to develop a 2.52-mile segment of LSR, extending from approximately 1,000 feet east of Loop 1604 to Farm-to-Market (FM) Road 1518 within the City limits. As part of the proposed roadway and drainage improvements, a combined total of approximately 11,000 linear feet of ¾-inch, 3-inch, 8-inch, and 16-inch waterline will need to be relocated or adjusted to accommodate the new roadway, drainage, and other utilities in order to avoid major relocation of CRWA water pipelines currently within the CRWA owned easements along LSR. Additionally, as part of this proposal, scope is included to revise PS&E plans to reconfigure the roadway without relocating said existing utilities outside the right-of-way. Additional services include efforts to allocate additional ROW surveying services needed to complete ROW acquisition needs for the project. Grant services will also include additional Federal and State funding opportunities.

See attached **Exhibit A** Additional Services to be provided for detailed scope and fees related to the amendment to the task order.

(See next page for Authorization Signatures)

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner	Engineer
City of Schertz	Halff Associates, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
	
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: 10/1/2026
(date signed)	(date signed)
Name: _____	Name: Lamberto "Bobby" Balli
(typed or printed)	(typed or printed)
Title: _____	Title: VP / Director of Public Works
(typed or printed)	(typed or printed)

EXHIBIT A

ADDITIONAL SERVICES TO BE PROVIDED BY CONSULTANT

PROJECT UNDERSTANDING

CITY OF SCHERTZ ("CITY") is currently working with Halff to develop a 2.52-mile segment of Lower Seguin Road (LSR), extending from approximately 1,000 feet east of Loop 1604 to Farm-to-Market (FM) Road 1518 within the City limits. As part of the proposed roadway and drainage improvements, a combined total of approximately 11,000 linear feet of ¾-inch, 3-inch, 8-inch, and 16-inch waterline will need to be relocated or adjusted to accommodate the new roadway, drainage, and other utilities in order to avoid major relocation of Canyon Regional Water Authority (CRWA) water pipelines currently within the CRWA owned easements along LSR. Additionally, as part of this proposal, scope is included to revise PS&E plans to reconfigure the roadway without relocating said existing utilities outside the right-of-way. Additional services include efforts to allocate additional ROW surveying services needed to complete ROW acquisition needs for the project. Grant services will also include additional Federal and State funding opportunities.

The work to be performed under this work authorization by **Halff Associates, Inc (Halff)** ("CONSULTANT") will consist of the preparation of Plans, Specifications, and Estimates ("PS&E"), the preparation of Bidding Documents, and performing Construction Phase Services.

Water & Sanitary Sewer Line Design

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

1.1 The CONSULTANT will submit to CITY its invoices of services performed, and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to CITY by the 10th calendar day of each month. The invoice will include a progress report with a summary of work performed through the end of the previous month.

1.2 The CONSULTANT will meet with CITY's Representative monthly. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty-four (24) hours before meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting;

2.0 CRWA PRELIMINARY ALIGNMENT COORDINATION

2.1 The CONSULTANT will analyze possible alignments and associated improvements towards an acceptable CRWA alignment

2.2 The CONSULTANT will prepare Project Layout Sheets at a 1"=100' scale double-stacked that clearly indicate the limits of the entire project;

2.3 The CONSULTANT will develop Waterline Plan on Plan exhibits at a scale of 1"=40'. The exhibits will include coordinates, stations, bends, elevations of key alignment features, drainage features, utilities, and any other items required to coordinate with CRWA on the location of the existing infrastructure with relation to the proposed improvements;

2.4 The CONSULTANT will meet with CRWA's Representative two (2) times and prepare options and documentation necessary to determine next steps. The CONSULTANT will prepare and distribute necessary documentation within two (2) business days of the meeting;

3.0 CRWA DESIGN COORDINATION

3.1 The CONSULTANT will coordinate a design alignment option for their existing water line, based on the preliminary alignment coordination meetings for CRWA approval;

3.2 The CONSULTANT will meet with CRWA's Representative one (1) time and prepare options and documentation necessary to determine next steps. The CONSULTANT will prepare and distribute necessary documentation within two (2) business days of the meeting;

4.0 WATER LINE DESIGN SERVICES

4.1 The CONSULTANT will prepare Project Layout Sheets at a 1"=100' scale, double-stacked, that clearly indicate the limits of the entire project;

4.2 The CONSULTANT will prepare Removal Layouts at a 1"=40' scale, double-stacked.

4.3 The CONSULTANT will develop a Water Line Plan on Plan sheets at a scale of 1"=40'. The sheets will include coordinates, stations, bends, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;

4.4 The CONSULTANT will prepare General Notes and Details which will include all necessary details not included in City of Schertz detail sheets necessary to fully construct all portions of the Project. The CONSULTANT will obtain the most current applicable Schertz standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

4.5 The CONSULTANT will calculate quantities, total items, and prepare a quantity Summary Sheet(s). The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Schertz, SAWS, and other local bids as appropriate based on the judgment of the CONSULTANT;

4.6 The CONSULTANT will submit all plans to an independent internal reviewer for thorough evaluation. The reviewer will assess the plans for constructability, identifying any potential issues before final submission. Additionally, the QAQC plan will clearly define the roles and responsibilities of all team members involved in quality control, ensuring effective communication and accountability throughout the project life cycle;

4.7 The CONSULTANT will prepare and submit a 60%, 90%, and 100% set of plans for the CITY to review.

4.8 The CONSULTANT will attend one (1) design review meeting with the CITY.

4.9 The CONSULTANT will respond to and address any comments received from the CITY.

4.10 The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. CITY will provide a standard template for use by the CONSULTANT.

4.1 SANITARY SEWER LINE DESIGN

Based on the City CIP plan a sewer line crossing Lower Seguin Road at the intersection of Aranda Lane and Canopy Bend was needed and this line is approximately 600 LF. The sanitary sewer line scope will include the following:

4.1.1 The CONSULTANT will prepare Project Layout Sheets at a 1"=100' scale, double-stacked, that clearly indicate the limits of the entire project;

4.1.2 The CONSULTANT will prepare Removal Layouts at a 1"=40' scale, double-stacked.

4.1.3 The CONSULTANT will develop a Sanitary Sewer Line Plan on Profile sheets at a scale of 1"=40'. The sheets will include coordinates, stations, bends, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;

4.1.4 The CONSULTANT will prepare General Notes and Details which will include all necessary details not included in City of Schertz detail sheets necessary to fully construct all portions of the Project. The CONSULTANT will obtain the most current applicable Schertz standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

4.1.5 The CONSULTANT will calculate quantities, total items, and prepare a quantity Summary Sheet(s). The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Schertz, SAWS, and other local bids as appropriate based on the judgment of the CONSULTANT;

4.1.6 The CONSULTANT will submit all plans to an independent internal reviewer for thorough evaluation. The reviewer will assess the plans for constructability, identifying any potential issues before final submission. Additionally, the QAQC plan will clearly define the roles and responsibilities of all team members involved in quality control, ensuring effective communication and accountability throughout the project life cycle;

4.1.7 The CONSULTANT will prepare and submit a 60%, 90%, and 100% set of plans for the CITY to review.

4.1.8 The CONSULTANT will attend one (1) design review meeting with the CITY.

4.1.9 The CONSULTANT will respond to and address any comments received from the CITY.

4.1.10 The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. CITY will provide a standard template for use by the CONSULTANT.

5.0 BID PHASE SERVICES

5.1 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;

5.2 The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets and Project Manual to the awarded Contractor.

6.0 CONSTRUCTION PHASE SERVICES

6.1 The CONSULTANT will attend monthly status meetings (up to 12 meetings) at the Project location with CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;

6.2 The CONSULTANT will make periodic visits (up to 12 visits) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to CITY any

deficiencies in the work actually detected by the CONSULTANT. If more than one (1) visit is required in any one (1) month, compensation may be requested

6.3 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (no exceptions, exceptions noted, reject, etc.) up to 10 total, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto;

6.4 CITY will require the Contractor to submit to the CONSULTANT any request for additional information (RFI). The CONSULTANT will review and deliver to CITY its written recommendation regarding the RFI. It is anticipated that there will be five (5) RFI's the Project construction. If additional RFI's are generated above five (5), compensation may be requested. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;

6.5 The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;

6.6 The CONSULTANT with CITY representative(s) will perform one (1) final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;

6.7 After completion of the work, and before final payment to the Contractor, it will be CITY's responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is able to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will also provide the As-Builts in PDF format. CITY will not hold the CONSULTANT responsible for the information provided by the Contractor.

Revised Roadway PS&E Design And Additional Services

7.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will continue to be responsible for project oversight and the daily management of the project through the revisions being made to the project. Frequent and appropriate communications will be maintained between the CONSULTANT and CITY in an effort to expedite completion of the PS&E. This effort will be completed independently of water and sanitary sewer project start-up, management & Coordination Phase.

Project Administration Services will include the following:

7.1 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY's involvement or decision.

Project Coordination Services will include the following:

7.2 The CONSULTANT will attend a Project Re-Kick-Off Meeting with CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.

7.3 The CONSULTANT will meet with CITY's Representative monthly. The CONSULTANT will prepare

and distribute the monthly meeting agenda twenty-four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.

8.0 UTILITY COORDINATION

Due to the revisions being made to the PS&E, Additional Utility Coordination Services will include the following for the 90% and 100% UC phases:

8.1 The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts;

8.2 The CONSULTANT will attend one (1) additional group project meeting and four (4) additional independent utility coordination meetings with CITY, land and utility owners. Additional utility coordination meetings will be combined with design review meetings/progress meetings. The CONSULTANT will coordinate with the utility owners to determine scope of utility relocations and minimize utility conflicts through design where reasonable and adequate information is provided; The CONSULTANT will also obtain utility verification letters from each utility company stating that the utility information has been reviewed and is correct;

8.3 The CONSULTANT will provide an updated Utility Tracking Report at the 90 percent design phase submittal based on the revised design. The Utility Tracking Report will include the following information:

a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
b. Location of Conflict, identified by station and offset;
c. Type of Facility;
d. Expected clearance date;
e. Status;
f. Effect on construction; and
g. Type of adjustment required;

8.4 The CONSULTANT will continue to review existing and proposed utility alignments for conflicts and develop a utility tracking report; however, constructability and conformance to utility regulations is the responsibility of each utility company;

8.5 The CONSULTANT will reference in proposed utility lines as background if MicroStation V8 files or AutoCAD Civil 3D are provided and received prior to the submittal of final construction contract document plan sheets; and

8.6 The CONSULTANT will develop additional existing utility layouts.

9.0 TRAFFIC CONTROL PLAN (90% AND 100%)

9.1 The CONSULTANT will prepare a revised TCP concepts on a roll plot with typical sections during the schematic phase. The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;

9.2 The CONSULTANT will prepare revised TCP Typical Sections for each Phase of construction as

required;

9.3 The CONSULTANT will prepare a Sequence of Work Narrative and submit to CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;

9.4 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

9.5 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s) based on the updated design; and

9.6 The CONSULTANT will coordinate with the applicable joint bid utility companies to determine if their adjustments can be constructed according to the proposed construction sequence. If the joint bid utility adjustments cannot be constructed according to the proposed construction sequence, it will be the responsibility of the utility designer to develop any additional TCP components necessary for the proposed adjustments at the expense of the joint bid utility company.

9.7 The CONSULTANT will review the TCP to confirm there is positive drainage and if required, provide quantities for temporary drainage items;

9.8 The CONSULTANT will identify and quantify any trench protection or temporary special shoring if required;

9.9 The CONSULTANT will prepare a construction schedule utilizing the Critical path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available production rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days;

10.0 ROADWAY DESIGN (90% AND 100%)

The additional tasks performed for the roadway design will include, but are not limited to the following:

10.1 The CONSULTANT will prepare a Title Sheet which will include pertinent project information;

10.2 The CONSULTANT will prepare a detailed Index of Sheets that shows each sheet's location in the plan set and corresponding sheet number;

10.3 The CONSULTANT will prepare updated Project Layout Sheets at a 1"=100' scale double stacked that clearly indicate the limits of the entire project;

10.4 The CONSULTANT will prepare updated Removal Layouts at a 1"=50' scale double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions to ensure the intent is clear;

10.5 The CONSULTANT will develop updated Horizontal Alignment Data Sheets that will include all horizontal alignment data;

10.6 The CONSULTANT will develop updated Roadway Plan and Profile Sheets at a scale of 1"=50' H

and 1”=10‘ V. The sheets will include coordinates, superelevation data, stations, horizontal curve date, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;

10.7 The CONSULTANT will develop Intersection Layout Sheets at a 1”=40’ scale with spot elevations and proposed grading for the intersections. The following intersections will be included:

a. Citadel Peak;

b. Golf Road (JBSA-R South Gate) ;

c. Greaves Lane;

d. Aranda Lane/Canopy Bend;

10.8 The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard TxDOT detail sheets necessary to fully construct all portions of the Project;

10.9 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

10.10 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);

10.11 The CONSULTANT will prepare any required special specifications or special provisions and identify the applicable TxDOT general notes;

10.12 The CONSULTANT will prepare a request for any design exceptions, including all information necessary to support the request, and submit them to CITY for review and approval;

10.13 The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, TxDOT San Antonio District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT;

10.14 The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. CITY will provide a standard template for use by the CONSULTANT.

10.15 TDLR Registration, Review, Inspection

10.16 Register project with TDLR, coordinate final project review with TDLR and coordinate with TDLR for final project inspection after construction completion

11.0 DRAINAGE DESIGN (90% AND 100%)

11.1 The additional tasks performed for the drainage design will include, but are not limited to the following: The CONSULTANT will revise and prepare Hydraulic Data Sheets for all culvert crossings. For any bridge class culvert crossings the Hydraulic Data Sheet must include the following:

a. Structure Location Map;

b. Hydrologic Data Table;

c. Hydraulic Data Table; and

d. Scour analysis parameters and results;

11.2 The CONSULTANT will revise and prepare Culvert Layouts for all culvert crossings. The layouts must be prepared in a plan and profile layout and include geometrics of the culvert reconstruction or modification. The layouts must also include applicable hydraulic information. The layouts will be prepared at a scale of 1"=20' H and 1"=10' V;

11.3 If needed, the CONSULTANT will revise and prepare energy dissipation/erosion protection measures for the culvert outfall points and any associated detail sheets;

11.4 The CONSULTANT will revise and calculate quantities for all culvert crossings;

11.5 The CONSULTANT will revise the Summary Sheet for all culvert quantities;

11.6 The CONSULTANT will revise the TxDOT BCS Standard Sheet which must include all culvert crossings;

11.7 The CONSULTANT will revise interior Drainage Area Maps at a scale of 1"=50'. The maps will depict drainage area boundaries and include flow direction arrows. Each area must be identified with a unique number;

11.8 For any required inlets, the CONSULTANT will revise runoff and inlet computations for each inlet. Inlet hydraulics will calculated using the Rational Method. Calculated flow rates and related input must be indicated on a Runoff and Inlet Computations Sheet;

11.9 For any required storm sewer design, the CONSULTANT will utilize GEOPAK Drainage or other software acceptable to CITY;

11.10 The CONSULTANT will revise and prepare Drainage Plan and Profile Sheets depicting locations of any inlets, manholes, storm sewers, culverts, utilities, channel improvements, ditch locations, and flow lines as required. The Drainage Plan and Profile Sheets will be prepared at a scale of 1"=50' H and 1"=10' V; If required, Storm Sewer Profiles will show pipe size, type, slope, existing ground lines, proposed ground lines above the system, pertinent hydraulic information, locations and sizes of inlets and junctions;

11.11 The CONSULTANT will re-calculate quantities for all items and prepare a quantity Summary Sheet(s);

11.12 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and

11.13 If needed, the CONSULTANT will prepare special structural drainage details for drainage elements such as but not limited to: culverts, junction boxes, wingwalls, headwalls, curbs, pipes, etc.

11.14 The CONSULTANT will revise the current drainage report to include the following: drainage area maps, drainage outfall descriptions, tailwater selection and descriptions, recommendations for mitigation of impacts and scour analysis for proposed bridges. The scour analysis will use State-approved methodology based on site conditions and provide any recommended countermeasures.

12.0 TRAFFIC SIGNS AND PAVEMENT MARKINGS (90% AND 100%)

The tasks performed for the traffic, signing and pavement marking design will include, but are not limited to the following:

12.1 The CONSULTANT will revise proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1"=40'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable TxDOT standards;

12.2 The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet;

12.3 The CONSULTANT will revise pavement marking details for instances in which standards do not apply or are not appropriate;

12.4 The CONSULTANT will revise special sign panel details utilizing SignCAD as needed;

12.5 The CONSULTANT will revise the Summary of Small Signs table utilizing the most current applicable TxDOT and CITY standards. No large guide signs are anticipated;

12.6 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.

12.7 The CONSULTANT will re-calculate quantities for all items and prepare a quantity Summary Sheet(s).

12.8 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.

13.0 ENVIRONMENTAL (SWPPP) AND STORM WATER MANAGEMENT PLAN

The tasks performed for the Environmental, Storm Water Management Plan, and will include, but are not limited to the following:

13.1 The CONSULTANT will update the Environmental Permits, Issues, and Commitments sheet using the latest TxDOT standard form sheet based on required environmental permits and documentation;

13.2 The CONSULTANT will update a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;

13.3 The CONSULTANT will update the SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;

13.4 The CONSULTANT will updated the calculate quantities for all items and prepare a quantity Summary Sheet(s);

13.5 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and

The CONSULTANT will update the Storm Water Pollution Prevention Plan (SW3P), SW3P Manual and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction

14.0 SURVEY SERVICES

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

Surveying Services will include the following:

14.1 Using Bexar County Appraisal District (BCAD) and Bexar County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;

14.2 The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW).
CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified, and the process escalated with assistance from CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to CITY;

14.3 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System South Central Zone surface coordinates and NAVD 88 vertical datum;

14.4 The CONSULTANT will locate, identify and tag all trees with trunk diameter five inches or greater, to include the trunk diameter, species and spread within the existing ROW. Tree tag will be a permanent round metal disk with tree ID stamped in the tag

14.5 The CONSULTANT will verify existing project control and set and establish additional project control as needed. The CONSULTANT will prepare Survey Control layout sheets in 11”x17” tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.

14.6 Using Bexar County Appraisal District (BCAD) and Bexar County Clerk Websites, the CONSULTANT will verify ownership and deed information and update the base drawing as needed for final ROW mapping;

14.7 The CONSULTANT will update field surveys of all tracts of land where easement parcel acquisition is anticipated (estimated 19 easement parcels, with a few of them needing to be updated) based on the revised roadway design. The updated boundary analysis will be performed by a Registered Professional Land Surveyor, and the ROW base file will be updated to reflect this information.

14.8 The CONSULTANT will prepare updated easement parcel acquisition documents including a survey exhibit and written legal description for an estimated 19 easement parcels.

15.0 RIGHT-OF-WAY ACQUISITION SERVICES

15.1 Appraisal Services - provided by Lowery Property Advisors. Mario Caro, MAI, AI-GRS, will prepare complete appraisal report for the parcel to be acquired utilizing forms as applicable. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

15.2 Appraisal Review Services - will be provided by Valbridge Property Advisors. Paul Grafe, MAI, CCIM, will review appraisal report for the parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with the City of Schertz policies and procedures and the Uniform Standards of Professional Appraisal Practices and prepare and submit to the City the Form “Tabulation of Values,” for the appraisal.

15.3 Acquisition Services

a. Analyze preliminary title commitment report to determine potential title problems, propose and inform the client of methods to cure title decencies. This includes analysis of access easements.

b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor fees) these costs must be reimbursed to Halff as pass-through costs.

c. Analyze appraisal and appraisal review reports and confirm the City’s approved value prior to making offer for the parcel.

d. Prepare and send the letter transmitting the Landowners’ Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

e. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the city on applicable forms.

f. The written offer, appraisal report, and required brochures must be sent to the property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

g. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.

h. Respond to property owner's inquiries verbally and in writing within three business days.

i. Prepare a separate negotiator contact report for the parcel.

j. Maintain parcel file of original documentation related to the purchase of the real property or property interests.

k. Advise property owner on the Administrative Settlement process. Transmit to the City any written counteroffer from property owner including supporting documentation, and provider recommendation, with regard to Administrative Settlements in accordance with the City's policy and procedures.

l. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

ASSUMPTIONS

Fees do NOT include:

a. Title insurance premiums
b. Title Escrow, Search and Commitment Cost ($50.00-$500.00 per parcel)
c. Title Curative Processing Fees
d. Title Curative Incidental Penalties
e. Real Property Recording Fees
f. Purchase prices
g. Residential move costs or replacement housing supplements. (estimate between $40,000 to $75,000 per displaced family unit)
h. Business relocation move costs, search fees or re-establishment costs. (Business relocations can be as low as $40,000 generally up to $250,000)
i. Relocation incidentals such as, but not limited to mortgage interest differential expenses
j. Asbestos and Abatement
k. Demolition

16. GRANT APPLICATION DEVELOPMENT

Application Kick-Off Meeting and Ongoing Management

16.1 The Consultant will review the Notice of Funding Opportunity (NOFO) and application materials to prepare for the kick-off meeting and application development.

16.2 The Consultant will participate in the pre-application webinar about the NOFO and application materials, and ask questions, as needed.

16.3 The Consultant will prepare for and conduct one (1) virtual consultation kickoff meeting with the City to discuss key items such as the scope and parameters for the grant application efforts and schedule.

16.4 The Consultant will assist the City, if needed, to set-up the Workspace and Workspace Roles for the USDoD DCIP in the Grants.gov portal, which is the manner required to submit the technical proposal and mandatory Federal Forms.

16.5 The Consultant will provide ongoing project monitoring and management during the grant application development process to stay on schedule and within budget.

16.6 **Deliverable**: Digital PDF copy of meeting minutes.

Application Development and Submission

16.7 Halff will develop the USDoD DCIP technical proposal in accordance to the most current NOFO, which according to previous NOFOs, will likely include the following contents:

a. Narrative

i. Summary of Proposer and Eligibility

ii. Summary of Project Enhancement

iii. Summary of Community-Installation Need

iv. Summary of Construction Readiness

b. Support Documents (in coordination with the Client and Project Stakeholders)

i. Project Location Map

ii. Engineering Support Documents

iii. OLDCC NEPA Environmental Checklist

iv. Project Development Schedule

v. Environmental Risk and Compliance Summary

vi. Planning and Permitting Approvals

vii. Detailed Budget and Cost Estimate

viii. Letter of Support from Installation Commander

ix. Letter of Authorization or Resolution from the City for Proposal Submission

c. Mandatory Federal Forms in the Grants.gov Workstation

Halff will conduct internal Quality Checks / Quality Assurances (QA/QC) of the draft application for grammar, typos, formatting, and technical accuracy.

Halff will submit a draft application to the City for city review and comments. One (1) meeting will be held to discuss comments and outstanding items.

Halff will finalize the application and submit the final draft to the City final review, comments, and approval.

Halff will assist the City, if needed, to submit the application through Grants.gov, save the final submitted technical proposal and support documents, and save confirmation of the application submission.

Deliverables: Digital PDF of entire USDoD DCIP technical proposal, support documents, and mandatory Federal forms.

Post-Application Submission Activities

Once the grant application has been submitted, Halff will assist the City with monitoring for news and share updates.

If needed, Halff will assist the City in responding to any requests for information (RFI) that may arise during the grant review process and/or an application debrief with the USDoD.

Deliverable: Digital PDF copy of RFI and/or debrief meeting notes.

Timeline for Completion

- Halff agrees to complete and submit all work required by the city as defined in the contract set forth required to meet the submittal deadline of TBD, with post-grant assistance expected within six months after grant deadline.

EXCLUSIONS AND ASSUMPTIONS

- Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement and will be discussed as an add-on service to this task order.

17. Underground Electrical Design JBSA – Randolph Runway Lights

The tasks performed for the underground electrical design will include, but are not limited to the following:

a. Perform (1) in-person field investigation to verify existing electrical manholes, conduit routing, and cable systems

b. Determine new manhole locations

c. Design underground conduit routing and circuit modifications

d. Project design will consider and minimize impacts to air base air operations as much as possible during construction

e. Prepare construction plans at 90%CD and 100% IFC stages

f. Prepare book specifications (standard SpecLink format)

g. Prepare electrical details related to the project

h. Coordinate design with civil engineering and client

i. Coordinate design with air force stakeholder and airport operations

j. Participate in (1) 90% CD review meeting with client and air force base representatives

k. Respond to bid phase RFIs

l. Review contractor electrical submittals for compliance with design and specifications

Assumptions

a. Personnel will be available (base or otherwise) to open manholes and remove standing water as required to view existing conditions

b. Air Force will provide base personnel during the site visit who are familiar with base utilities

c. The Air Base shall provide the requirements to be included in the contract documents for contractor construction activities that may impact airfield flight operations. Requirements may include outage procedures, NOTAM coordination, operational restrictions, and other Air Base coordination required prior to scheduling or performing outages of critical airfield electrical equipment.

Exclusions

a. Design excludes air base electrical distribution documentation - design will focus on existing conduits and splice/extension of existing conductors only to facilitate civil scope of work

b. Design excludes modifications/upgrades of existing electrical service distribution equipment, airfield lighting control systems, modifications to navigational aids, communications systems, FAA-owned equipment, or air traffic control systems

c. Excludes design or evaluation of electrical load additions

d. Excludes power studies including short circuit or power quality analysis

e. Excludes FAA certification or airfield lighting commissioning activities

f. Cost estimating excluded

ITEMS EXCLUDED FROM SCOPE OF SERVICES

The following items are excluded from the scope of services unless otherwise specified.

1. Construction Observation Services
2. Boundary survey.
3. Topographic or any necessary Survey for design.
4. Subsurface Utility Engineering (SUE) Q-LA, Q-LB, Q-LC, Q-LD
5. Negotiations/agreements with adjacent property owners.
6. Public involvement (e.g., virtual or in-person meetings or notice mailouts)
7. Inspection services.
8. Quality control and material testing services during construction.
9. Obtain rights of entry for field surveys.
10. Services related to Preliminary or Final platting.
11. Preparation of easement documents.
12. Geotechnical engineering.
13. Traffic engineering studies and reports.
14. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees, TDLR fees, and sales tax on surveys.
15. TDLR review submittal if Architect is the prime consultant.
16. Environmental impact statements, assessments, and audits.
17. Floodplain studies or reclamation plans.
18. Design of storm water detention facilities.
19. Hydrologic analysis not specifically included in the above Scope of Services.
20. Work associated with TPDES permit requirements (Storm Water Pollution Prevention Plan)
21. Design of any off-site utility, drainage, and paving extensions, and any other improvements outside of the Project boundary.
22. Design and/or modifications to existing systems outside the boundaries of the project.
23. Pavement thickness design.
24. Design of wayfinding signs.
25. Coordination with private utility companies and Coordination with TxDOT.
26. Site visits or meetings not included under Base Services.
27. Additions to the Project scope or budget that causes additional work.
28. Additional meetings or workshops not identified in the Project scope.
29. Tree surveys, geologic assessments, karst surveys, presence/absence surveys for threatened and endangered species, coordination with the Texas Parks and Wildlife Department, or consultation with the U.S. Fish and Wildlife Department
30. Hazardous materials investigations (e.g., Phase I or II Environmental Site Assessments, materials testing or sampling) or coordination with the Texas Commission on Environmental Quality

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

FEE AND SCHEDULE

Halff will perform the tasks described above in the Scope of Basic Services and Supplemental Services for a Lump Sum fee not to exceed **$876,415.00**. Fee breakdown by phase is included below and in the attached Fee Breakdown spreadsheet.

Fee

Lower Seguin Road (FM 1518 to Loop 1604)
Level of Effort - Summary
Final Design Revisions (Roadway, Drainage, Traffic), 100% Design (City of Schertz Waterline), CRWA Alignment/Design Coordination, ROW Acquisition (Adtl), & Grant Assistance (Adtl)

SUMMARY OF FEE BY TASK

WATER & SANITARY SEWER LINE DESIGN, BID & CONSTRUCTION PHASE SERVICES	Amount	Basis of Compensation
1) Project Administration and Coordination Services (Water/Sewer)	$25,625.00	Lump Sum
2) CRWA Preliminary Alignment Coordination	$35,000.00	Lump Sum
3) CRWA Design Coordination	$10,500.00	Lump Sum
4) Water Line Design		
Base Engineering Phase (60%)	$91,090.00	Lump Sum
Final Engineering Phase (90%)	$53,150.00	Lump Sum
Final Contract Documents Engineering Phase (100%)	$12,410.00	Lump Sum
4.1) Sanitary Sewer Line Design		
Base Engineering Phase (60%)	$17,520.00	Lump Sum
Final Engineering Phase (90%)	$12,600.00	Lump Sum
Final Contract Documents Engineering Phase (100%)	$6,900.00	Lump Sum
5) Bid Phase Services		
Water line Bid Phase	$7,980.00	Lump Sum
Sanitary Sewer Line Bid Phase	$7,000.00	Lump Sum
6) Construction Services (CS)		
Water CS	$17,480.00	Lump Sum
Sanitary Sewer CS	$14,550.00	Lump Sum
WATER & SANITARY SEWER LINE DESIGN, BID & CONSTRUCTION PHASE SERVICES SUBTOTAL	**$311,805.00**	
REVISED PS&E DESIGN		
Engineering Services		
7) Project Start Up, Management & Coordination Phase	$35,005.00	Lump Sum
8) Utility Coordination	$70,020.00	Lump Sum
9) Traffic Control Plan (Revised 90% and 100% Plans)	$33,040.00	Lump Sum
10) Roadway Design (Revised 90% and 100% Plans)	$88,005.00	Lump Sum
11) Drainage (Revised 90% and 100% Plans)	$55,000.00	Lump Sum
12) Traffic, Signing and Pavement Markings (Revised 90% and 100% Plans)	$25,095.00	Lump Sum
13) Environmental (SWPPP) And Storm Water Management Plan (Revised 90% and 100% Plans)	$16,220.00	Lump Sum
FINAL DESIGN ENGINEERING PHASE SERVICES SUBTOTAL	**$322,385.00**	
SPECIFIED ADDITIONAL SERVICES		
14) Surveying	$15,015.00	Lump Sum
15) Right-of-Way Acquisition Services		
Project Coordination Services (Assumes 10 months of admin coord @ $1,200/month)	$12,000.00	Lump Sum
Field Surveys and Boundary Resolution	$30,120.00	Lump Sum
Prepare Parcel Acquisition Documents	$25,090.00	Lump Sum
16) Grant Application Development and Administration	$35,000.00	Lump Sum
17) Underground Electrical Design JBSA – Randolph Runway Lights	$75,000.00	Lump Sum
18) Grant Development DEAAG Development and Administration [1]	$0.00	Lump Sum
19) Unspecified Additional Plan Revisions Services	$50,000.00	As Needed
UNSPECIFIED ADDITIONAL SERVICES SUBTOTAL	**$242,225.00**	
GRAND TOTAL	**$876,415.00**	

Notes: [1] The development of the DEAAG Grant will be conducted on a pro bono basis and are expected to require approximately 30 hours.

We appreciate this opportunity to work with you on this project. If you have any questions or need additional information, please feel free to contact me by phone at (210) 704-1361 or email at bballi@halff.com.

Sincerely,



Lamberto J. Balli, P.E.,
VP/Director of Public Works

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation **Project Code:** SO2

Project Title: Lower Seguin Road Reconstruction

Project Manager: Engineering

Location Description: Lower Seguin Road, Loop 1604 to FM 1518

Project Summary: Reconstruct Lower Seguin Road between Loop 1604 and FM 1518 to the arterial street sections identified in the Master Thoroughfare Plan. The new pavement section will be stronger than the existing pavement to accommodate the existing and future traffic on the street.

Start Date: Jan-24

Completion Date: Sep-28

Project Forecast

	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
ProposedFunding Source								
Bonds	$ 18,200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,200,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 18,200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,200,000
Expenditure	**Prior Expenditure**							
Land Acquisition	$ 800,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 900,000
Professional Services	$ 3,400,000	$ 285,000	$ -	$ -	$ -	$ -	$ -	$ 3,685,000
Construction	$ 4,000	$ 9,596,000	$ 4,015,000	$ -	$ -	$ -	$ -	$ 13,615,000
Total Expenditure	$ 4,204,000	$ 9,981,000	$ 4,015,000	$ -	$ -	$ -	$ -	$ 18,200,000

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation **Project Code:** SO2

Project Title: Lower Seguin Road Reconstruction

Project Manager: Engineering

Location Description: Lower Seguin Road, Loop 1604 to FM 1518

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Start Date: Jan-24

Completion Date: Sep-28

Revised Line Item Budgets

Project Forecast

	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
ProposedFunding Source								
Bonds	$ 18,200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,200,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 18,200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,200,000
Expenditure	**Prior Expenditure**							
Land Acquisition	$ 800,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 900,000
Professional Services	$ 3,400,000	$ 1,085,000	$ -	$ -	$ -	$ -	$ -	$ 3,685,000
Construction	$ 4,000	$ 8,796,000	$ 4,015,000	$ -	$ -	$ -	$ -	$ 13,615,000
Total Expenditure	$ 4,204,000	$ 9,981,000	$ 4,015,000	$ -	$ -	$ -	$ -	$ 18,200,000

CITY OF SCHERTZ

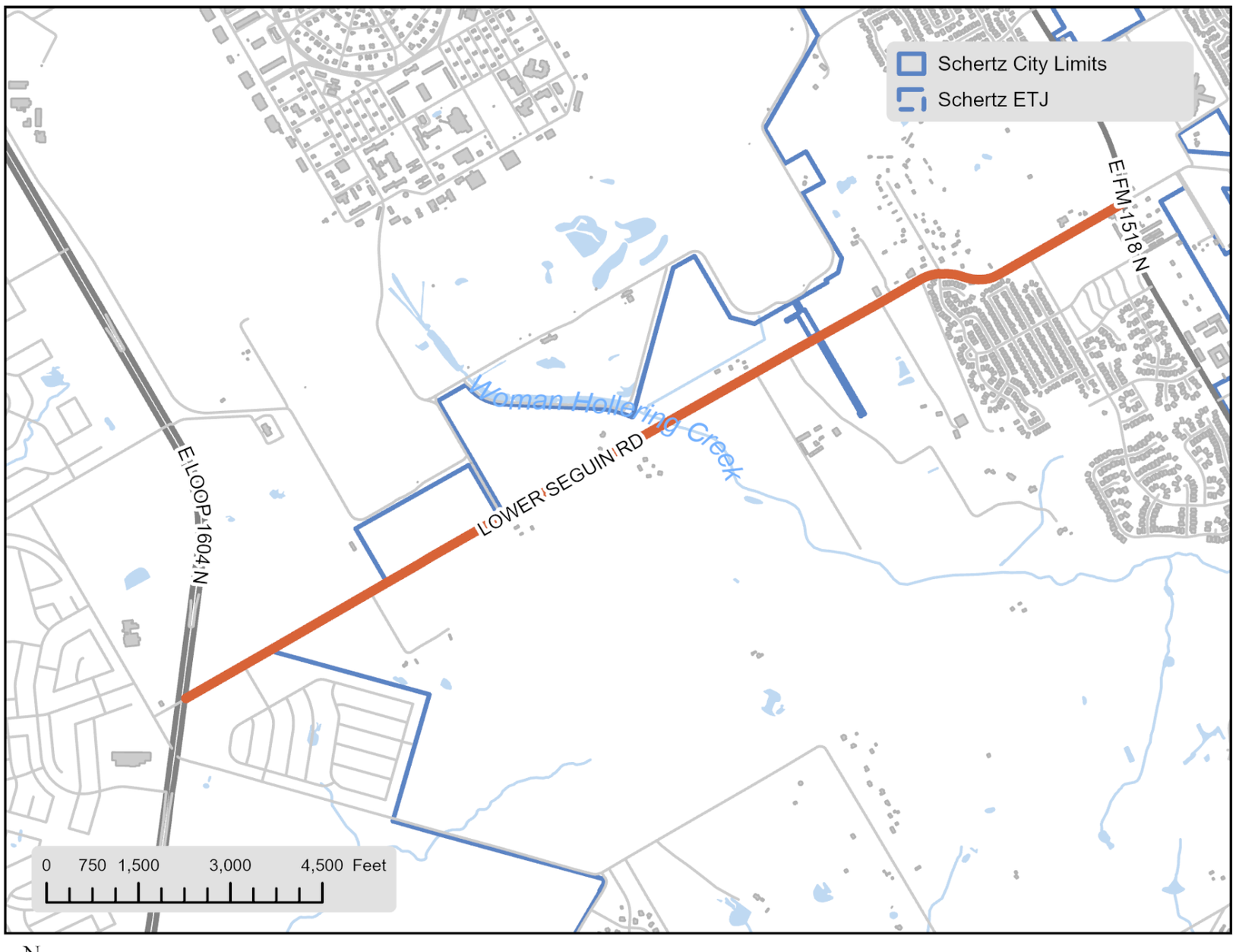
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Transportation **Project Code:** SO2

Project Title: Lower Seguin Road Reconstruction

Location:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LOWER SEGUIN ROAD RECONSTRUCTION

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Public Works**
Subject:	**Resolution 26-R-122 - Authorizing a service agreement with South Texas Tree Service, LLC, for tree and brush removal services (Director of Public Works Larry Busch)**

BACKGROUND

The Public Works Department has previously identified a need to seek services for tree and brush removal in two areas of the city. These have been identified as the areas of Cibolo Creek along Palm Park (generally beginning at FM 78, continuing south approx. 1,000') and the Railroad right-of-way along the northern part of FM 78 (generally from Dietz Creek to Cibolo Creek).

City Staff have requested proposals from contractors to perform tree and brush removal services in these areas, and seven (7) proposals were received and evaluated by City staff. Staff recommend awarding the contract for the two project areas to South Texas Tree Service, LLC based on the contractor's cost and qualifications proposal.

GOAL

To approve the Services Agreement.

COMMUNITY BENEFIT

Appropriate vegetation management in these areas will improve both the aesthetic value, maintenance accessibility and drainage system efficiency for the community.

SUMMARY OF RECOMMENDED ACTION

Staff recommend approval of the Resolution authorizing the Services Agreement between South Texas Tree Service, LLC and the City of Schertz.

FISCAL IMPACT

Funding for these projects was previously approved and allocated by Council as supplemental requests in FY 25-26 for $250,000. Staff will bring a budget adjustment to council to reauthorize a portion of that budget amount that is required for this project. The clearing services are $160,000 and additional expenses are required to move forward with the railroad portion and will also be included in the budget adjustment. Staff expects the total cost to be less than the original $250,000.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution 26-R-122 with Attachments

RESOLUTION 26-R-122

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT FOR TREE AND BRUSH REMOVAL SERVICES BETWEEN THE CITY OF SCHERTZ AND SOUTH TEXAS TREE SERVICE, LLC, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff has solicited and received proposals for tree and brush removal services; and

WHEREAS, City staff have determined that South Texas Tree Service, LLC, is qualified to provide such services for the City; and

WHEREAS, the City staff has determined it is in the best interest of the City and its residents to contract these services; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute the services agreement for tree and brush removal services with South Texas Tree Service, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with South Texas Tree Service, LLC, in substantially the form set forth on Exhibit A ("Service Agreement").

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”

Services Agreement

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and South Texas Tree Service LLC ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Work will be expected to commence from the time the contractor is given the notice to proceed with the City.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".
Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after

the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms*.

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association .

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) *Interlocal Participation.* The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal

representatives, successors and assigns.

Section 16. Gender
Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person,

in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website,
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and
https://www.ethics.state.tx.us/tec/1295-Info.htm for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

[The remainder of this page is intentionally left blank.]

EXECUTED on this the _____ day of _____ , 20_____.

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: _____	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: _____, City Manager 1400 Schertz Parkway Schertz, Texas 78154	

Exhibit “A”

SCOPE OF WORK

SEE ATTACHED

2. COST PROPOSAL

Pricing is presented as a total project price inclusive of associated labor, equipment, fuel, hauling/disposal, supervision, administration, insurance, overhead, and profit. Percentage allocations show the method used to calculate the total proposal price and are not separate billable rates.

Proposal	Total Project Cost	Status
Project 1: Cibolo Creek	$90,000	Independent Base Proposal
Project 2: Mile Post 191.5-193.2 / FM78	$90,000	Independent Base Proposal
Alternate: Both Projects Combined	$160,000	Contingent upon award of both projects

Itemized Cost Allocation

Cost Category	%	Project 1	Project 2	Dual Project
Labor / Field Workforce	40%	$36,000	$36,000	$64,000
Hauling & Disposal	20%	$18,000	$18,000	$32,000
Fuel	10%	$9,000	$9,000	$16,000
Equipment / Maintenance / Deployment	15%	$13,500	$13,500	$24,000
Supervision / Project Administration	10%	$9,000	$9,000	$16,000
Insurance / Overhead	5%	$4,500	$4,500	$8,000
TOTAL	**100%**	**$90,000**	**$90,000**	**$160,000**

Alternate Proposal for Dual Project Pricing Included: YES. The $160,000 alternate price is available only if both projects are awarded to STTS. The independent $90,000 project prices remain valid if the City elects to award the projects separately.

6. PROJECT EXECUTION PLAN

STTS will execute each project in accordance with the City's defined work limits, safety requirements, site-protection requirements, debris-removal requirements, and 45-day completion period following the applicable notice to proceed. Each project will be managed independently even if both are awarded to STTS.

Project 1 - Cibolo Creek Tree Removal

- **Hazardous and unstable trees:** Remove trees exhibiting a 45-degree or greater lean and trees with compromised or unstable root-ball conditions that present a risk of failure.
- **Dead-tree removal:** Prioritize removal of dead trees that pose a risk or potential to fall and impact people or property within or adjacent to the work area.
- **Invasive and non-significant vegetation:** Remove invasive/nuisance species and trees below the City's stated significance threshold within authorized limits.
- **Root-ball handling:** Retain root balls where they provide erosion-control benefit. Where a root ball has been completely pulled up and exposed and provides no benefit to the creek, STTS will remove and lawfully dispose of it as permitted by the scope.
- **Debris removal:** Haul and lawfully dispose of removed trees, brush, limbs, cuttings, permitted root balls, and associated debris while minimizing disturbance to the creek environment.

Project 2 - UPRR Corridor Mile Post 191.5-193.2 / FM78

- **Leaning and unstable trees:** Remove trees with a 45-degree or greater lean and trees with compromised or unstable root-ball conditions that present a failure risk.
- **Ground-level removal:** Remove trees to ground level. STTS will not excavate stumps in Project 2 because the RFP expressly prohibits stump excavation in the work area.
- **Railroad work limits:** Maintain operations within the authorized 25-to-50-foot work zone on the north side of the track centerline and keep all removal activity outside the designated no-work zone.
- **Debris removal:** Remove and lawfully dispose of trees, brush, limbs, cuttings, root balls, and associated debris generated by authorized work.

Mobilization & Production

STTS is prepared to mobilize promptly following notice to proceed and completion of required access/coordination steps. Multiple field crews and company-owned equipment can be deployed according to project conditions, allowing work areas to progress efficiently while maintaining direct supervision and quality control.

7. INDUSTRY & SERVICE ENVIRONMENT AWARENESS

STTS understands that these projects involve more than general vegetation clearing. Project 1 requires tree and brush removal within a sensitive creek and drainage corridor where root-ball decisions, erosion control, drainage protection, limited access, and debris handling directly affect project quality. Project 2 adds railroad right-of-way restrictions, defined work/no-work zones, access approval, railroad coordination, and additional safety controls.

- **Hazard reduction:** Dead, leaning, unstable, and structurally compromised trees are addressed as public-safety and property risks, not merely as vegetation.
- **Root-ball and erosion awareness:** Project 1 requires judgment between retaining root balls for soil stability and removing fully exposed root balls that provide no creek benefit.
- **Drainage and infrastructure protection:** Equipment access and removal methods will be planned around utilities, culverts, stormwater features, roadways, adjacent parcels, and other identified infrastructure.
- **Railroad operating environment:** Project 2 requires strict observance of Union Pacific access, insurance, flagging, notification, staging, and no-work-zone requirements.
- **Debris logistics:** Production planning includes cutting, processing, loading, hauling, lawful disposal, and final cleanup rather than treating removal as complete when a tree reaches the ground.
- **Schedule control:** Each project has an independent notice to proceed and a 45-day completion requirement, requiring resource planning that can support either separate or concurrent awards.

STTS's experience in municipal tree abatement, institutional vegetation management, utility right-of-way work, commercial clearing, and storm recovery provides relevant operating experience for these conditions.

8. QUALITY ASSURANCE & QUALITY CONTROL PROGRAM

STTS will apply a documented quality-control process from pre-work review through final closeout. Quality is evaluated not only by removal production, but also by whether the correct trees and brush were addressed, work remained within authorized limits, root-ball requirements were followed, infrastructure was protected, debris was removed, and the site was left in a safe and acceptable condition.

1. Pre-Work Quality Review

- Confirm project, authorized work limits, notice to proceed, access conditions, and site-specific restrictions.
- Identify dead, leaning, unstable, invasive, and non-significant trees/brush within the applicable scope.
- Review root-ball condition and erosion considerations before Project 1 removals.
- Assign qualified personnel and appropriate company-owned equipment.

2. Field-Level Quality Control

- Qualified supervision remains responsible for the active crew and work area.
- Verify the correct vegetation is being removed and work remains within designated limits.
- Protect utilities, drainage features, adjacent property, roadways, and remaining vegetation.
- Monitor debris processing, hauling, site cleanliness, and safe equipment operation.

3. Arboricultural & Root-Ball Oversight

- Use arboricultural assessment support when hazardous condition, stability, or removal decisions require technical judgment.
- For Project 1, retain root balls where they support erosion control and remove fully exposed root balls only when permitted by the City's scope.
- For Project 2, remove trees to ground level without stump excavation.

4. Completion & Closeout Review

- Verify authorized removal work is complete.
- Confirm debris and permitted removed root balls are hauled and lawfully disposed of.
- Verify the work area is clean and free of unresolved hazards.
- Document and communicate field conditions requiring City direction or follow-up.

5. Corrective Action

If a deficiency is identified, STTS will document the issue, determine the corrective action, complete the correction, and verify the work before closeout. When City direction is required, the Project Manager will coordinate with the appropriate City representative before proceeding.

9. STTS CONTRACT OPERATING SYSTEM

1. NOTICE TO PROCEED / WORK AUTHORIZATION

Project management confirms the applicable project, work limits, access requirements, schedule, and City direction.

2. SITE & HAZARD REVIEW

Field leadership reviews dead trees, leaning/unstable trees, brush density, root-ball conditions, infrastructure, access, and project-specific restrictions.

3. CREW & EQUIPMENT ASSIGNMENT

Operations assigns the appropriate crew, supervision, arboricultural support, hauling capacity, and company-owned equipment.

4. SAFETY & SITE CONTROL

Crew establishes work-zone controls and protects workers, the public, infrastructure, drainage features, adjacent property, and railroad boundaries where applicable.

5. TREE / BRUSH REMOVAL

Authorized trees and brush are removed using methods appropriate to site conditions and the City's scope.

6. ROOT-BALL / STUMP REQUIREMENT CHECK

Project 1 root balls are retained or removed according to erosion-control requirements; Project 2 trees are removed to ground level without stump excavation.

7. DEBRIS PROCESSING & HAULING

Trees, brush, limbs, cuttings, and permitted root-ball debris are processed, loaded, hauled, and lawfully disposed of.

8. QUALITY REVIEW & CLOSEOUT

Field supervision and project management verify scope completion, cleanup, documentation, and resolution of deficiencies.

10. VALUE-ADDED SERVICES

South Texas Tree Service maintains direct leadership involvement on projects, with executive management, the General Manager, and the Project Manager engaged in oversight, communication, resource planning, and quality control. This hands-on structure supports proactive issue resolution and direct accountability throughout project performance.

STTS's self-performing model and company-owned equipment provide the City with direct access to the contractor responsible for the work rather than a layered subcontracting structure. This can reduce coordination delays and allows personnel, equipment, hauling, and field priorities to be adjusted quickly as site conditions change.

The company's experience removing dead and hazardous trees, clearing storm-damaged corridors, performing municipal tree abatement, and operating around utility and public infrastructure is directly relevant to the risk-focused nature of the Schertz scope.

Clear and responsive communication will be maintained throughout each project. STTS will coordinate with City representatives regarding access, scheduling, field conditions, work limits, production progress, and conditions requiring clarification or approval.

Contract Capacity & Continuity

- Company-owned equipment for direct deployment and maintenance control
- Multiple field crews capable of simultaneous work when conditions and approvals allow
- Dedicated project-management and equipment-management functions
- ISA-Certified Arborist support for tree-risk and technical arboricultural considerations
- Direct hauling and debris-processing capability
- Ability to support independent notices to proceed for Project 1 and Project 2

Project 1
Cibolo Creek Tree Removal

Scope of Work

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

Project Scope

The City of Schertz, TX is seeking qualified proposers to provide tree and brush removal services within the Cibolo Creek area near Aviation Boulevard in Schertz, TX. The purpose of this project is to remove hazardous, invasive, and non-significant trees and brush that pose risks to public safety, property, and the ecological stability of the creek corridor. The selected contractor shall perform all work in accordance with the specifications, quantities, and site limits set forth in this solicitation and the accompanying project exhibit.

The designated work area is depicted in the project location exhibit titled "Cibolo Creek Tree Removal Project," which illustrates the approximate work limits outlined in red. Proposers shall review this exhibit in detail, as it defines the physical boundaries and surrounding context of the project, including adjacent roadways, parcel boundaries, and drainage and stormwater infrastructure.

This work needs to be completed within 45 days of the notice to proceed which will be provided by the City. Each project will independently issue a notice to proceed based on the timeline for the projects. If both projects are awarded to a single vendor there will still be two separate notices to proceed issued, and no work is to begin until the notice to proceed is provided. The City will facilitate right-of-way entry from TxDOT for access under FM 78 in the state right-of-way.

Scope of Work

1.Leaning and Unstable Trees

Remove all trees exhibiting a forty-five (45) degree or greater lean and/or any trees with a compromised or unstable root-ball that presents a risk of failure.

2.Invasive and Nuisance Species

Remove invasive and nuisance tree and brush species within the work area, including but not limited to Chinaberry and Ligustrum.

3.Non-Significant Trees

Remove trees with trunk diameters measuring less than eight (8) inches at four and one-half (4.5) feet above ground level, as these are not considered significant trees for the purposes of this project.

4. **Dead Trees.**
   Remove dead trees that are deemed to pose any risk or potential to fall and impact people or property within or adjacent to the work area.

5. **Root-Ball Retention and Erosion Control**

   Retain the root balls of removed trees where it is possible to minimize soil destabilization that may contribute to erosion within the creek corridor. Where a root ball has been completely pulled up and exposed and provides no benefit to the creek, it may be removed.

6. **Debris Removal and Site Cleanup**

   The contractor shall be responsible for the proper handling, hauling, and lawful disposal of all removed trees, brushes, limbs, cuttings, root balls, and associated debris generated by the work. The work area shall be left clean and free of debris upon completion, with all removal performed in a manner that minimizes disturbance to the surrounding creek environment and remaining vegetation.

Work Locations and Limits

The project is located within the Cibolo Creek corridor near Aviation Boulevard, with a portion of access occurring beneath FM 78 within the state right-of-way. The City of Schertz, TX will facilitate right-of-way entry for access under FM 78 in the state right-of-way.

All work shall be confined to the approximate work limits identified in red on the project location exhibit unless otherwise authorized in writing by the City of Schertz, TX.

The contractor is solely responsible for performing work only within the designated limits. Any work performed outside of the authorized boundaries without prior written approval shall be corrected and/or restored at the contractor's sole expense.

Proposers are strongly encouraged to visit and inspect the site prior to submitting a proposal to verify existing site conditions, access constraints, terrain, vegetation density, and any factors that may affect the performance of the work..

Site Protection and Coordination Requirements

Protect all existing utilities, drainage features, stormwater infrastructure, culverts, manholes, inlets, gravity mains, storm casings, open drains, discharge points, and detention areas identified on the project exhibit or discovered during the work.

Protect adjacent parcels, roadways, structures, and properties from damage resulting from removal operations, equipment access, or debris.

Prevent and control erosion and sedimentation within the Cibolo Creek corridor throughout

the performance of the work, consistent with the erosion mitigation with the intent of the root-ball retention requirements.

Coordinate all work activities, access, and scheduling with the City of Schertz, TX Public Works Department as needed prior to and during performance of the work.
Repair or restore, at the contractor's sole expense, any utilities, infrastructure, roadways, drainage features, or adjacent property damaged because of the contractor's operations.

Contractor Responsibilities

Furnish all supervision, labor, equipment, and materials necessary to complete the work in a safe and workmanlike manner.

Comply with all applicable safety requirements and maintain safe conditions for workers, the public, and adjacent property throughout the project.

Provide qualified personnel experienced in tree and brush removal operations, including work within sensitive creek and drainage corridors.

Verify site conditions and access constraints in advance and plan operations to accommodate the limited access beneath FM 78 within the state right-of-way and other identified access limitations.

Perform all work strictly within the designated work limits and in accordance with the requirements of this solicitation and the project location exhibit.

Cibolo Creek Tree Removal Project



7/31/2026, 11:04:03 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Microsoft, Vantor

Storm Detention Areas
Storm Casings
Storm Open Drains
Storm Gravity Mains

Storm Culverts
Concrete
Metal
Synthetic
Other

Storm Structures

Storm Fittings
Bend
Cap
Expansion Joint
Reducer
Tee
Other

Storm Manholes

Storm Discharge Points
Standard Outlet
Outfall
Overflow
Other

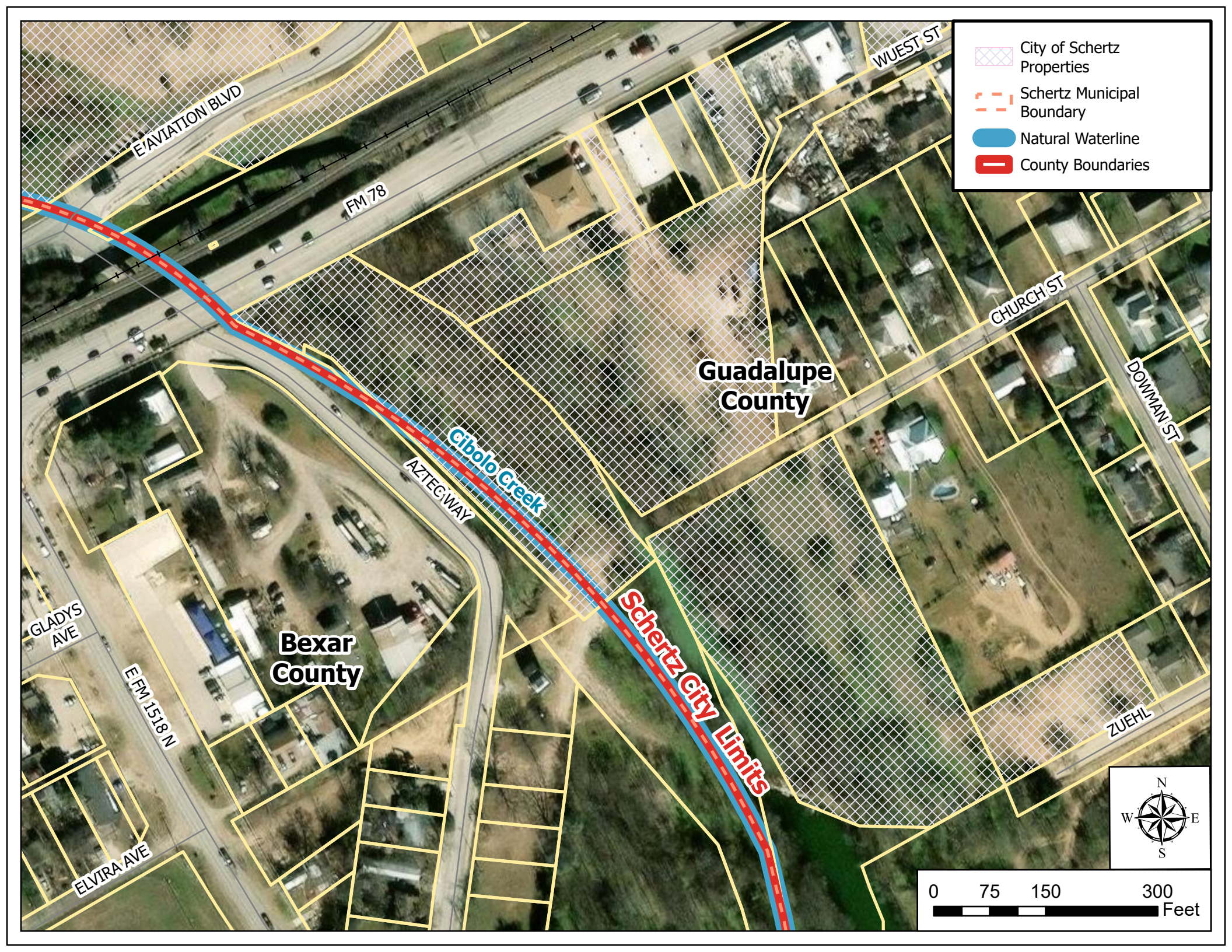
Storm Inlets
Curb Inlet
Catchbasin
Sidewalk Box
Street Inlet

Combination Inlet
Recessed Inlet
Sawtooth Curb
Other

Parcel Polygons

Schertz Public Works

Microsoft, Vantor | City of Schertz - GIS |


City of Schertz Properties
Schertz Municipal Boundary
Natural Waterline
County Boundaries
E'AVIATION BLVD
FM 78
WUEST ST
CHURCH ST
DOWMAN ST
ZUEHL
Guadalupe County
Bexar County
Cibolo Creek
AZTEC WAY
Schertz City Limits
GLADYS AVE
E FM 1518 N
ELVIRA AVE
N
W
E
S
0
75
150
300
Feet

Project 2
UPRR Corridor Mile Post 191.5-193.2 Tree Removal

Scope of Work

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

Project Scope

The City of Schertz, TX is seeking proposals from qualified and experienced contractors to provide tree and brush removal services along the Union Pacific Railroad corridor (Glidden Subdivision) between Mile Post 191.5 and Mile Post 193.2, adjacent to FM78. The work area is generally located between Cibolo Creek and Dietz Creek along FM78. The purpose of this project is to remove trees and brush within the designated railroad right-of-way to facilitate ongoing maintenance and mowing operations and to reduce vegetation-related hazards along the corridor.

Exhibits depicting the project area, including geographic information system maps for Mile Post 191.5 to 192.5 and Mile Post 192.5 to 193.2, are attached to this solicitation for bidder reference and site orientation. Proposers are encouraged to review these exhibits carefully to understand the project limits, parcel boundaries, and designated work and no-work zones.

Each project will independently issue a notice to proceed based on the timeline for the projects. If both projects are awarded to a single vendor there will still be two separate notices to proceed issued, and no work is to begin until the notice to proceed is provided. The City will facilitate right-of-way entry from TxDOT for access under FM 78 in the state right-of-way.

Scope of Work

1. **Leaning and Unstable Trees**
   Remove all trees exhibiting a forty-five (45) degree or greater lean and/or any trees with a compromised or unstable root-ball that presents a risk of failure.

2. **Remove to ground level**
   Remove all trees to ground level, no excavation of stumps in the work areas permitted.

3. **Debris Removal and Site Cleanup**

   The contractor shall be responsible for the proper handling, hauling, and lawful disposal of all removed trees, brushes, limbs, cuttings, root balls, and associated debris generated by the work. The work area shall be left clean and free of debris upon completion, with all removal performed in a manner that minimizes disturbance to the surrounding creek environment and remaining vegetation.

Work Locations and Limits

The removal area extends from twenty-five (25) feet from the centerline of the tracks to fifty (50) feet from the centerline of the tracks along the north side of the Union Pacific Railroad right-of-way.

The area between the track centerline and twenty-five (25) feet northwest of the track centerline is designated as a NO WORK zone. No removal activities shall be performed within this exclusion zone.

The contractor shall confine all work, equipment, and staging to the boundaries identified in the attached exhibits and shall comply with all Union Pacific Railroad access and property use requirements.

Site Protection and Coordination Requirements

Protect all existing utilities, drainage features, stormwater infrastructure, culverts, manholes, inlets, gravity mains, storm casings, open drains, discharge points, and detention areas identified on the project exhibit or discovered during the work.

Protect adjacent parcels, roadways, structures, and properties from damage resulting from removal operations, equipment access, or debris.

Coordinate all work activities, access, and scheduling with the City of Schertz, TX Public Works Department as needed prior to and during performance of the work.
Repair or restore, at the contractor's sole expense, any utilities, infrastructure, roadways, drainage features, or adjacent property damaged because of the contractor's operations.

Contractor Responsibilities

Furnish all supervision, labor, equipment, and materials necessary to complete the work in a safe and workmanlike manner.

Comply with all applicable safety requirements and full compliance with applicable federal, state, and local regulations, as well as all Union Pacific Railroad Requirements

Provide qualified personnel experienced in tree and brush removal operations, including work within sensitive creek and drainage corridors.

Perform all work strictly within the designated work limits and in accordance with the requirements of this solicitation and the project location exhibit.

Right of Entry and Railroad Coordination

Because the work occurs within the Union Pacific Railroad right-of-way, the project is subject to a Right of Entry (ROE) process facilitated by the City of Schertz, TX. The awarded contractor must satisfy all railroad requirements prior to beginning any work.

1. The City of Schertz, TX will facilitate the Right of Entry request with Union Pacific Railroad; however, the awarded contractor is responsible for meeting all insurance and registration requirements imposed by Union Pacific Railroad.

2. The awarded contractor shall provide all required insurance documentation and any registration requirements to the City of Schertz, TX for inclusion with the Right of Entry application within seven (7) days of all parties signing the City of Schertz, TX contract.

3. The awarded contractor shall execute and return the required Contractor's Endorsement in connection with the Right of Entry Agreement.

4. The awarded contractor shall obtain and maintain Railroad Protective Liability Insurance referencing the applicable project number, naming Union Pacific Railroad as an additional insured, in accordance with railroad requirements.

5. There is a fee associated with contractor registration with Union Pacific Railroad, which may be passed through to the City of Schertz, TX as a pass-through cost.

6. The Right of Entry application cannot be submitted until the contractor is under contract, and there may be a waiting period during the approval process. Work may not begin until approval to proceed is granted.

Railroad Safety and Operational Requirements

The awarded contractor shall comply with all Union Pacific Railroad safety, notification, and operational requirements, including but not limited to the following:

1. Provide a minimum of ten (10) day advance notice prior to commencement of work to allow for coordination of flagging services.

2. Provide a minimum twenty-four (24) hour notice for any work to be performed within twenty-five (25) feet of the tracks. Flagging, where required, shall be arranged at the contractor's expense.

3. Keep all equipment a minimum of fifty (50) feet from the track centerline when not in use.

4. No overnight storage of equipment or materials is permitted within the railroad right-of-way.

5. Verify the presence of any underground fiber optic cable systems and comply with all applicable cable protection and notification requirements prior to conducting any ground-disturbing activity.

6. Coordinate all work with the designated Railroad Representative and yield to and always avoid interference with all railroad operations.

7. Observe and comply with all additional Union Pacific Railroad access, use, permitting, and safety requirements applicable to the project.

Schedule and Contract Duration

1. The contract term shall be a maximum of forty-five (45) days.
2. The start of work shall be the date on which approval to begin work is granted by Union Pacific Railroad.
3. The awarded contractor shall provide the required insurance and registration documentation to the City of Schertz, TX within seven (7) days of contract execution to support timely submission of the Right of Entry application.
4. All work shall be completed within the Right of Entry term and in accordance with the maximum contract duration established herein.

RR Tree Removal Project - MP191.5 to 192.5



7/17/2026, 2:17:52 PM

Parcel Polygons

Centerline of Tracks to 25' Northwest (NO WORK)

25' Northwest of Tracks to edge of UPRR ROW - Remove Trees to ground level to facilitate mowing operations per Maintenance Agreement

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

Schertz Public Works
City of Schertz - GIS |

RR Tree Removal Project - MP192.5 to 193.2



7/17/2026, 2:15:35 PM

Parcel Polygons

Centerline of Tracks to 25' Northwest (NO WORK)

25' Northwest of Tracks to edge of UPRR ROW - Remove Trees to ground level to facilitate mowing operations per Maintenance Agreement

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

Schertz Public Works

City of Schertz - GIS |

Exhibit BROE 880702
Form Approved, AVP-Law

July 21, 2026
Project: 0811257

CITY OF SCHERTZ

CITY OF SCHERTZ:

Attached is an original of a Right of Entry agreement covering your use of the Railroad Company's right of way. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please return the executed agreement via email. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Also attached is a Contractor's Endorsement which must be executed and returned by each of your **Contractors**.

Payment in the amount of Two Thousand Dollars **($2,000.00)** is due and payable upon your execution of the agreement. Please follow the accompanying payment instructions. Send your payment **with Project No. 0811257 referenced**.

If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 946001323 is the Railroad Company's Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make RPLI available to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

This agreement will not be accepted by the Railroad Company until you have returned all of the following:

1. Executed counterparts of Right of Entry Agreement *[including the Contractor's Endorsement(s)]*;

2. Payment in the amount of Two ThousandDollars **($2,000.00)** with the Project Number **0811257** referenced;

3. Railroad Protective Liability Insurance (RPLI) certificate listing project number **0811257**. Only one RPLI certificate is required for this project.

If you have any questions, please contact me at klbristo@up.com.

Sincerely,

Kerin L Bristow
Mgr II Real Estate

CONTRACTOR'S ENDORSEMENT

Project No. 0811257

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor must fill in its legal company name and mailing address:

_____

_____

_____

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor(s) will execute and return this Contractor's Endorsement, and will comply with the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Kerin L Bristow - Project No. 0811257, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

(Please print Name)

X_____

Printed Name:_____

Title:_____

Phone: _____

Email: _____

Project No. 0811257

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of July 21, 2026, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF SCHERTZ**, Texas Municipal Corporation, to be addressed at 1400 Schertz Parkway, Schertz, TX 78154 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property between Mile Post 191.5 and 193.2, Glidden Subdivision, at or near Schertz, Texas, for the purpose of vegetation and tree removal. This does not allow overnight storage of equipment, materials, or machinery. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

http://www.up.com/flagging	**Seth A. Hallberg** MGR I SIGNAL MNTCE Email: sahallbe@up.com Cell Phone: 909/561-4040

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until November 21, 2026 unless sooner terminated asherein provided, or at

such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Kerin L Bristow - Project No. 0811257), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. LICENSE FEE.

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of Two Thousand Dollars ($2,000.00) to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #946001323

By:_____
Erica J Lewis
Mgr II Real Estate

CITY OF SCHERTZ

By:_____

Title:_____

Printed Name:_____

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

Exhibit BROE 880702
Form Approved, AVP-Law

EXHIBIT “A”



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT “A”
UNION PACIFIC RAILROAD COMPANY
Schertz, Comal County, Texas
Glidden Subdivision – 191.5 to 193.2
License to CITY OF SCHERTZ
REAL ESTATE DEPARTMENT
OMAHA, NE
Date: July 21, 2026
Project: 0811257

SECTION 6

EXECUTION OF OFFER

Proposal of: South Texas Tree Service LLC
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **Tree and Brush Removal Services**

RFP#: **2026-010**

This Proposal shall remain in effect for the Proposal Validity Period (ref Section 3.3) and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Offeror represents to Owner that:

(1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and

(2) He/she has full authority to execute this Response on behalf of Offerors.

(3) Offeror has received the Addenda to this RFP, specifically, Addenda numbered

1.

Executed this 2 day of October, 2026.

McKenna Guajardo Entity Name	McKenna Guajardo Signature
1229 County Rd 317 Street & Mailing Address	McKenna Guajardo Print Name of Signatory
La Vernia, TX 78121 City, State, and Zip	Chief Executive Officer Title of Signatory
210-716-8960 Telephone Number	 Fax Number
kenna@southtexastreeservice.net Email Address	210-716-8960 Mobile Number

Exhibit BROE 880702
Form Approved, AVP-Law

July 21, 2026
Project: 0811257

CITY OF SCHERTZ

CITY OF SCHERTZ:

Attached is an original of a Right of Entry agreement covering your use of the Railroad Company's right of way. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please return the executed agreement via email. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Also attached is a Contractor's Endorsement which must be executed and returned by each of your **Contractors**.

Payment in the amount of Two Thousand Dollars **($2,000.00)** is due and payable upon your execution of the agreement. Please follow the accompanying payment instructions. Send your payment **with Project No. 0811257 referenced**.

If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 946001323 is the Railroad Company's Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make RPLI available to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

This agreement will not be accepted by the Railroad Company until you have returned all of the following:

1. Executed counterparts of Right of Entry Agreement *[including the Contractor's Endorsement(s)]*;

2. Payment in the amount of Two ThousandDollars **($2,000.00)** with the Project Number **0811257** referenced;

3. Railroad Protective Liability Insurance (RPLI) certificate listing project number **0811257**. Only one RPLI certificate is required for this project.

If you have any questions, please contact me at klbristo@up.com.

Sincerely,

Kerin L Bristow
Mgr II Real Estate

Exhibit BROE 880702
Form Approved, AVP-Law

CONTRACTOR'S ENDORSEMENT

Project No. 0811257

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor must fill in its legal company name and mailing address:

South Texas Tree Service LLC

1229 County Rd 317 La Vernia, TX 78121

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor(s) will execute and return this Contractor's Endorsement, and will comply with the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Kerin L Bristow - Project No. 0811257, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

McKenna Guajardo
(Please print Name)

X McKenna Guajardo

Printed Name: McKenna Guajardo

Title: Chief Executive Officer

Phone: 210-716-8960

Email: _____

Project No. 0811257

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of July 21, 2026, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF SCHERTZ**, Texas Municipal Corporation, to be addressed at 1400 Schertz Parkway, Schertz, TX 78154 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property between Mile Post 191.5 and 193.2, Glidden Subdivision, at or near Schertz, Texas, for the purpose of vegetation and tree removal. This does not allow overnight storage of equipment, materials, or machinery. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

http://www.up.com/flagging	**Seth A. Hallberg** MGR I SIGNAL MNTCE Email: sahallbe@up.com Cell Phone: 909/561-4040

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until November 21, 2026 unless sooner terminated asherein provided, or at

such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Kerin L Bristow - Project No. 0811257), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. LICENSE FEE.

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of Two Thousand Dollars ($2,000.00) to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #946001323

By:_____
Erica J Lewis
Mgr II Real Estate

CITY OF SCHERTZ

By:_____

Title:_____

Printed Name:_____

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

Exhibit BROE 880702
Form Approved, AVP-Law

EXHIBIT “A”



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT “A”
UNION PACIFIC RAILROAD COMPANY
Schertz, Comal County, Texas
Glidden Subdivision – 191.5 to 193.2
License to CITY OF SCHERTZ
REAL ESTATE DEPARTMENT
OMAHA, NE
Date: July 21, 2026
Project: 0811257

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

A. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

B. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as

specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be warn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

C. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

A. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

B. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

Exhibit BROE 880702
Form Approved, AVP-Law

Rev 090506

EXHIBIT C

Union Pacific Railroad
Contract Insurance Requirements
Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF SCHERTZ, TEXAS

ADDENDUM NO. 1

PROJECT NAME: Tree & Brush Removal Services

PROJECT NUMBER # 2026-010 ISSUE DATE: September 28, 2026

TO: Prospective Respondents

Be advised that this Addendum No 1 affects the following changes in the Procurement Documents:

Due to a planned server wide update being conducted by Euna Bonfire, our e-procurement portal is expected to be off-line 1 October 2026. This RFP deadline was scheduled for 3:00pm on 1 October 2026, followed by the bid opening at that time.

To avoid vendors having any issues uploading their proposals, or for the City to be able to conduct the bid opening, the deadline for submissions and bid opening is being changed to Friday, 2 October 2026, at 3:00pm.

Be advised, the City cannot warrant against submission issues with our e-procurement portal. We advise all respondents to submit their proposals earlier in the day to ensure if there is any technical issues with submitting you have time to notify us to either be walked through the submission process, or to have us manually assist with uploading your submission. Any submissions not received by 3:00pm on 2 October 2026 will not be considered for evaluation.

The Project is hereby modified as set forth in this Addendum. The original Project Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Project. Respondent shall take this Addendum into consideration when preparing and submitting its submission.

Acknowledgement by Bidder

Each bidder is requested to acknowledge receipt of this Addendum No.1 by his/her signature affixed hereto and to file it with and attached to his/her bid.

The undersigned acknowledges receipt of this Addendum No.1, and that the bid submitted herewith is in accordance with the information and stipulations set forth.

10/2/2026
Date

McKenna Guajardo
Signature of Bidder

McKenna Guajardo
Typed or Printed Name

END OF ADDENDUM NO. 1

Exhibit “C”

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rizo Insurance Group LLC 1380 Pantheon Way Ste 200 San Antonio, TX 78232	**CONTACT NAME:** Fernie Rizo **PHONE (A/C, No, Ext):** 210.610.RIZO **FAX (A/C, No):** 833.GET.RIZO **E-MAIL ADDRESS:** fernie@rizoismyagent.com
INSURED SOUTH TEXAS TREE SERVICE, LLC 7616 Upper Seguin Rd No 72 Converse TX 78109	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Specialty Insurance Company 22608 **INSURER B :** Infinity County Mutual Insurance Company 13820 **INSURER C :** Texas Mutual Insurance Company 22945 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	IBL-FKEDRDSNZC	04/29/2026	04/29/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5.000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	50010059801	04/19/2026	10/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002152191	08/30/2026	08/30/2027	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2001 FORD F550 SUPER DUTY - VIN: 1FDAF56F01EC32562
1997 FORD F SUPER DUTY - VIN: 3FELF47F9VMA71853

CERTIFICATE HOLDER

The City of Wichita Falls
1300 7th Street

Wichita Falls TX 76307

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Clear All

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Human Resources**
Subject:	**Resolution 26-R-114 - Authorizing an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool for Group Critical Illness Insurance (Human Resources Manager Leanne Kowrach)**

BACKGROUND

Texas House Bill 4144 (HB 4144) is a law passed by the 89th Texas Legislature that requires local government entities to provide critical illness supplemental benefits to qualifying retired firefighters and peace officers.

- Effective Date: Signed into law in June 2025, the bill went into effect on September 1, 2025, and applies to eligible individuals who retire on or after January 1, 2026.
- Who it Covers: Firefighters and peace officers who retire from departments or agencies with at least 50 personnel (volunteer firefighters also count toward department size totals).
- Qualifying Conditions: If a retiree is diagnosed with a heart attack, stroke, or one of 11 specific occupational cancers within their first three years of retirement, they qualify for the benefit.
- The Benefit Amount: Affected cities or political subdivisions must provide a critical illness supplemental income benefit or comparable health coverage totaling the lesser of the retiree's final yearly salary or $100,000.
- Exemptions: Cities and political subdivisions that already provide comparable retiree healthcare plans are exempt from the new mandate.

The TML Risk Pool HB 4144 Critical Illness Coverage provides a fully insured MetLife and Amwins program that complies with Texas House Bill 4144 mandates for qualifying first responder retirees

Master Policyholder: Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
Insurance Carrier: MetLife (fully insured with a four-year rate guarantee)
Administration: Amwins
Eligibility: Texas political subdivisions with 50+ firefighters or peace officers
Retiree Coverage Window: Diagnoses within 3 years of retirement (for retirees on/after January 1, 2026

GOAL

Compliance with Texas House Bill 4144

COMMUNITY BENEFIT

Participation provides eligible retired firefighters and peace officers with financial protection following a diagnosis of certain serious illnesses within three years of retirement. This benefit recognizes the occupational risks associated with public safety service, supports the long-term well-being of those who have served the community, and ensures the City complies with the requirements of Texas House Bill 4144.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-114 authorizing an ILA with TMLIRP for Group Critical Illness Insurance.

FISCAL IMPACT

The fiscal impact will be a recurring expenditure based on the number and age of eligible retired firefighters and peace officers enrolled in the critical illness coverage program.
Costs will increase as additional eligible employees retire and are enrolled in coverage for the required three-year period.
Currently, for CY 2026, we have 3 retirees we are required to provide this coverage for, which results in a monthly cost of $403 and an annual cost of $4,836.

RECOMMENDATION

Approval of Resolution 26-R-114 authorizing an ILA with TMLIRP for Group Critical Illness Insurance.

Attachments

Resolution 26-R-114 with attachments

HB4144 Flyer_Amwins Benefits Information Summary

Metlife Summary Rates

RESOLUTION 26-R-114

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL FOR GROUP CRITICAL ILLNESS INSURANCE

WHEREAS, the City of Schertz, Texas (the "City"), is a political subdivision of the State of Texas; and

WHEREAS, during the 89th Regular Session of the Texas Legislature, the Legislature enacted House Bill 4144 ("HB 4144"), relating to supplemental benefits for retired firefighters and peace officers diagnosed with certain diseases or illnesses; and

WHEREAS, HB 4144 amended Chapter 607 of the Texas Government Code by adding Subchapter D, which provides benefits for certain diseases or illnesses suffered by certain retired firefighters and peace officers; and

WHEREAS, HB 4144 applies to a firefighter or peace officer who retires from a fire department or law enforcement agency with at least 50 firefighters or peace officers, respectively; and

WHEREAS, HB 4144 requires a qualifying political subdivision to provide a firefighter or peace officer who retires from the political subdivision with a critical-illness supplemental income benefit or comparable health benefit plan coverage if the firefighter or peace officer is diagnosed with a qualifying disease within three years after retirement, subject to the requirements and exceptions established by Chapter 607, Subchapter D, Texas Government Code; and

WHEREAS, HB 4144 provides that the supplemental income benefit is the lesser of the firefighter's or peace officer's final yearly salary or $100,000, subject to statutory adjustments; and

WHEREAS, the Texas Municipal League Intergovernmental Risk Pool ("TML-IRP") has established a group critical illness coverage program intended to assist participating political subdivisions in satisfying the requirements of HB 4144; and

WHEREAS, the City Council finds that participation in the TML-IRP group critical illness coverage program provides an appropriate mechanism for the City to provide the benefits required by HB 4144, subject to the terms and conditions of the applicable interlocal agreement and insurance/coverage documents; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby the City Council desires to authorize the City Manager to execute the necessary interlocal agreement and related documents with TML-IRP and take all actions necessary to implement the coverage authorized by this Resolution

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

Exhibit A

ILA with TMLIRP for Group Critical Illness Coverage

Texas Municipal League
Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT

This Group Critical Illness Interlocal Agreement (hereinafter referred to as "Agreement") is entered into by and between political subdivisions of this state (hereinafter referred to as "Electing Pool Members"). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the "Coverage"). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the "Fund") will act only as the initial holder of the Coverage.

WITNESSETH:

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:

   a. Administrator. Refers to the entity administering the Coverage.
   b. Provider. Refers to the entity issuing and providing the Coverage.

2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

   Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.

3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.

4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days' written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.

5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.

6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

   TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

Electing Pool Member Fax Number
_____
Fund Contact Information (if different from member)
Address_____
Telephone_____Fax_____
E-mail_____

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):

Member Name _____

Name of Contact _____Title _____

Mailing Address _____

Street Address (if different from above) _____

City _____Zip _____ Phone_____

SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL

_____ _____
Title Date

Electing Pool Member's Federal Tax I.D. Number ____ ____ - ____ ____ ____ ____ ____ ____ ____
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

_____ _____
Title Date

STATEMENT OF RESPONSIBILITY
FOR GROUP CRITICAL ILLNESS

This Statement of Responsibility is entered into by and between the Texas Municipal League Joint Self-Insurance Fund (the "Fund") and the political subdivision of the state of Texas identified below (hereinafter referred to as "Electing Pool Member") which has elected to sign a certain Group Critical Illness Interlocal Agreement to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the "Coverage"). The Coverage shall be issued to the Fund through Metropolitan Life Insurance Company ("MetLife") and shall cover members of the Electing Pool Member.

WITNESSETH:

The undersigned political subdivision has elected to become an Electing Pool Member for the purpose of acquiring and accessing the Coverage and has agreed to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. In connection with acquiring and accessing the Coverage, the Electing Pool Member hereby makes the following representations:

1) The Electing Pool Member must enroll all eligible members in the Coverage;
2) The Electing Pool Member shall be required to pay 100% of the premium for enrolled members throughout their entire three-year eligibility period and remit such premium to MetLife through a designated third-party administrator;
3) The Electing Pool Member shall provide all necessary information to MetLife through a designated third-party administrator to administer the Coverage in a timely manner.
4) This provision applies to any Electing Pool Member that is not required, under applicable state law, to offer the Coverage but nonetheless elects to participate in the program. Any such Electing Pool Member agrees as follows: (i) all eligible retirees of the Electing Pool Member must be enrolled in the Coverage while the Electing Pool Member participates in the program; and (ii) the Electing Pool Member shall enroll each retiree and pay the applicable premium for each such retiree for a minimum period of thirty-six (36) months, measured from the effective date of that retiree's Coverage. This obligation shall survive cancellation or termination of participation in the program and shall continue until a full thirty-six (36) months of premium has been paid for each enrolled retiree.

Premiums and fees are due and payable by the Electing Pool Member on the first day of each month for which coverage for members of that Electing Pool Member is to be provided. The Electing Pool Member's first premiums/fees must be paid within 31 days of the effective date of Coverage. If a payment other than the Electing Pool Member's first payment is not received within 31 days after the due date, Coverage will terminate on the earlier of the 31st day following the due date and the date requested in writing by the Electing Pool Member, provided the request is made before the 30th day following the due date. The Electing Pool Member will be liable for payment of the premium and fees which accrue while any Coverage remains in force.

The term of this Statement of Responsibility shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member or Provider as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days' written notice to the Electing Pool Member.

Electing Pool Member Fax Number
_____
Fund Contact Information (if different from member)
Address_____
Telephone_____Fax_____
E-mail_____

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT:

Member Name _____

Name of Contact _____Title _____

Mailing Address _____

Street Address (if different from above) _____

City _____Zip _____ Phone_____

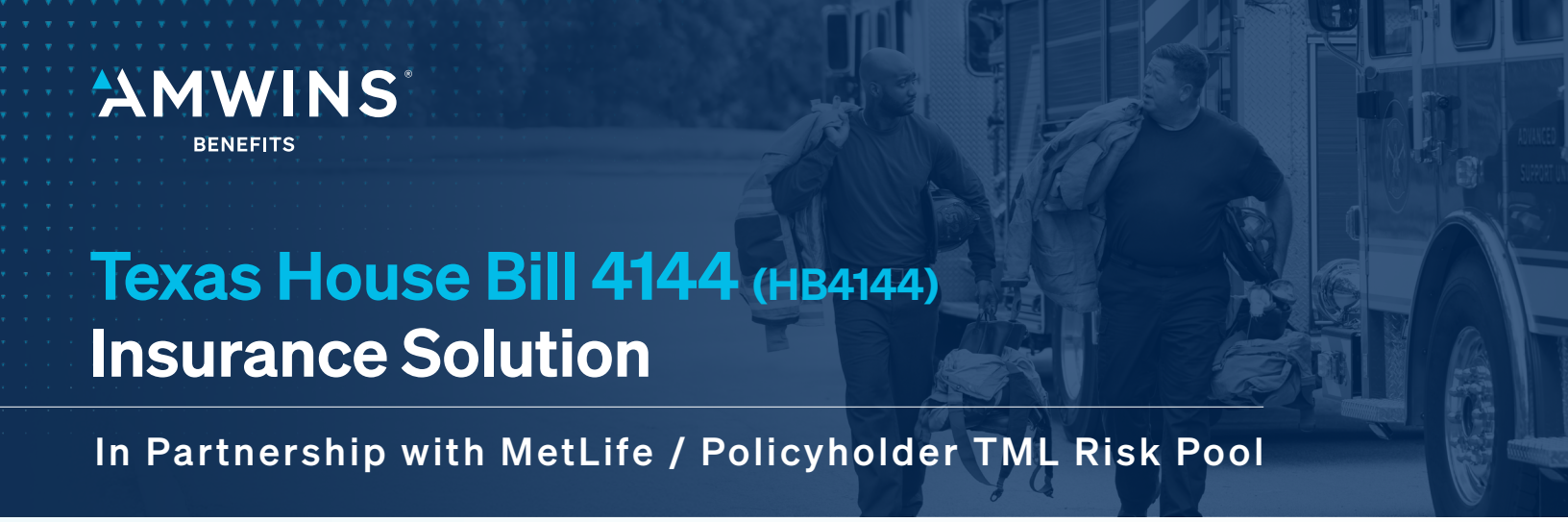
SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL

_____ _____

Title Date

Electing Pool Member's Federal Tax I.D. Number _____ _____ - _____ _____ _____ _____ _____ _____ _____

This Information is MANDATORY



Texas House Bill 4144 (HB4144) Insurance Solution

In Partnership with MetLife / Policyholder TML Risk Pool

Overview of Texas HB4144

Texas House Bill 4144 mandates Texas political subdivisions with at least 50 Firefighters or Peace Officers to provide financial protection, for eligible first responders retiring on or after 1/1/26, who develop certain serious health conditions within three years of retirement. These include certain cancers, stroke and heart attack, as defined in HB4144.

MetLife* and **Amwins**, after a full RFP and market analysis, have partnered to deliver the market-leading Critical Illness solution for public entities in the State of Texas. MetLife will provide the fully insured solution, Amwins will provide the benefit administration support, and the **TML Risk Pool** serves as the master policyholder.

MetLife's Insured Solution

MetLife has designed a **Critical Illness insurance product** tailored to meet HB4144 coverage requirements.**

Key elements of the solution include:

- **Employer paid coverage** offered to eligible retirees of cities, counties, and other political subdivisions for 3 years.
- **Covered conditions** are based on HB4144 requirements, which include cancer[1], heart attack[2], and strokes.
- **Benefit level** follows the statutory requirement, the lesser of the retiree's final salary or $100,000.
- **The benefit maximum** is payable up to 7 times the benefit level per category. *See coverage benefit summary for more details.*
- **All political subdivisions required to comply** with HB4144 will have access to this benefit. This policy is not restricted to current TML Risk Pool members.
- **Non-members of TML Risk Pool who wish to obtain this coverage** may join TML Risk Pool through a simplified process, solely for the purpose of obtaining coverage to satisfy the mandate under Texas House Bill 4144.
- **Fully Insured Premium will be collected** on a monthly basis, with no advance payment required.
- **MetLife has agreed to allow temporary retroactive coverage** to 1/1/26 solely to address the delayed regulatory approval. Coverage for any eligible retired firefighter or peace officer will begin on the later of 1/1/2026, or the individual's actual retirement date.
- **Amwins will serve as the benefit administrator** for all recordkeeping functions. Services include: Marketing, Implementation, Enrollment, Eligibility Management, Billing & Premium Administration, Broker & Underlying Client Support.
- **Brokers and Consultants** – This product is also available to any broker or consulting firm and their clients who must comply with HB4144.

For Marketing Support and Additional Information,
Contact Amwins TX HB4144 Support Team

txhb4144@amwins.com
800.313.7008

AMWINS BENEFITS

Texas House Bill 4144 (HB4144) Insurance Solution

Footnotes

1. Please review the certificate for specific information about cancer benefits. Not all types of cancer are covered.
2. The Heart Attack Covered Condition pays a benefit for the occurrence of a myocardial infarction, subject to the terms of the certificate. A myocardial infarction does not include sudden cardiac arrest.

* METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses. A more detailed description of the benefits, limitations, and exclusions applicable to MetLife's CII product can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP15-3T-CI-TRUST-NER or contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.

** The product has been approved by the State of Texas Department of Insurance.

AMWINS BENEFITS



Texas House Bill 4144 Critical Illness Solution

In Partnership with MetLife / Policyholder TML Risk Pool

▶ Frequently Asked Questions

For more information about the **TML Risk Pool**'s Insured Solution through **MetLife**, please contact **Amwins** at **800.313.7008**, or **txhb4144@amwins.com**.

What is Texas House Bill 4144 (HB4144)?

HB4144 requires certain Texas political subdivisions to provide financial protection for eligible retired peace officers and/or firefighters who develop certain serious health conditions within three years after retirement.
Full text of the act can be found here

Does HB4144 apply to all political subdivisions?

No, it only applies to those with at least 50 firefighters and/or peace officers.

What benefit is required to be provided by the political subdivision?

The political subdivision must provide a critical illness supplemental income benefit, or comparable health coverage, if a firefighter or peace officer is diagnosed with a specified health condition or disease no later than the third anniversary following retirement. The value of the supplemental income benefit is the lesser of the employee's final year of salary or $100,000.

What specific conditions or diseases are mandated for coverage by HB4144?

The law mandates conditions explicitly listed in HB4144 including:

- Cancer that originates at the stomach, colon, rectum, skin, prostate, testes, or brain
- Non-Hodgkin's lymphoma
- Multiple myeloma
- Malignant melanoma
- Renal cell carcinoma
- Heart attack
- Stroke

Do I have to change my provider to participate in the program?

No changes to your current insurance programs or health care providers are required.
This fully insured program operates independently of all other insurance coverage.

Who is responsible for offering the required benefit?

The employing political subdivision is required to offer the benefit and the amount is the lesser of:

- The retiree's final annual salary, or $100,000
- The statutory maximum benefit is 7x the initial benefit.

Can a political subdivision self-fund this requirement?

Yes. The employing political subdivision may: Self-fund the benefit, or purchase an insured solution, such as the MetLife program administered by Amwins.

How long is the political subdivision responsible for the coverage?

The employing political subdivision's obligation continues for 36 months following retirement, regardless of the date of diagnosis, provided the diagnosis occurs within that period.

Who are the key partners in this solution?

- **TML Risk Pool** (Texas Municipal League Intergovernmental Risk Pool) – Policyholder Entity
- **MetLife** – Insurance carrier providing the Critical Illness product
- **Amwins** – Exclusive third-party administrator (implementation, eligibility, billing, support)

Does the solution comply with HB4144?

Yes, MetLife has designed a program to match the letter of the law.

Was the TML Risk Pool solution competitively procured?

Yes. It was competitively procured by the consultant and approved by the Pool's Trustees.

Do political subdivisions need to be members of the TML Risk Pool to access the solution?

Yes. Membership in the TML Risk Pool is required. Though, non-members may join solely for HB4144 participation. Current members must execute a coverage-specific interlocal agreement.

How does an entity join the TML Risk Pool for this program?

The joining process is administered by the TML Risk Pool. Membership confirmation flows from the TML Risk Pool to Amwins for onboarding.

Is the MetLife solution a Fully Insured Product?

Yes. It is fully insured and includes a four-year rate guarantee.

Is underwriting required?

No medical underwriting is required. The plan and rates are the same for all participating entities.

Who is eligible for coverage?

Retired peace officers and firefighters who meet HB4144 eligibility criteria and retire from a participating political subdivision on or after January 1, 2026.

Are dependents or spouses covered?

No. This offering provides retiree-only Critical Illness coverage.

What is the benefit amount to be paid by MetLife if a retiree is diagnosed with a critical illness?

The benefit amount is the lesser of:

- The retiree's final annual salary, or $100,000
- The statutory maximum benefit is 7x the initial benefit

How are rates structured?

Rates are age-banded and calculated per $1,000 of covered salary, up to a maximum salary of $100,000.

May retirees "age up" into new rate brackets?

Yes. Attained-age rate adjustments occur on the TML Risk Pool master policy anniversary date. Not on the anniversary of the individual retiree's effective date.

Can retirees change their benefit amount?

No. The benefit is fixed based on final salary and cannot be changed once issued (except for optional portability after the 3-year period, if applicable).

Is porting or converting coverage an option after 36 months?

Portability and conversion options are currently under review with MetLife. Preliminary guidance suggests these options may be available; however, final workflows, forms, and communication timing are still being finalized by MetLife and Amwins.

Who will send termination or conversion notices?

Amwins is responsible for all termination and conversion notices. After receiving notice from the employing entity, Amwins issues notices approximately 90 days prior to termination and ensures compliance with Texas law requiring notification within 30 days after termination.

What does implementation process include?

1. Political subdivision executes interlocal with the TML Risk Pool.
2. Amwins presents the opportunity and manages application submission.
3. Amwins prepares the rated brochure; MetLife approves.
4. Entity signs a Participation Agreement (MetLife to provide).
5. Amwins sets up the entity in the TPA system.
6. Implementation call is scheduled to confirm:
   - Eligibility file format
   - Billing preferences
   - Contacts and communication workflow
7. Monthly eligibility and billing begin

Who handles administrative tasks?

Amwins handles the following:

- Implementation & onboarding
- Eligibility file management
- Billing and premium administration
- Administrative customer service

MetLife handles the following:

- Policy Issuance
- Claims Administration
- Claimant Support

What eligibility data is required?

Once the interlocal agreement is executed, the political subdivision must submit the following information:

- Entity identifier
- Retiree name
- SSN
- Last annual salary
- Retirement date
- Coverage effective date
- Termination date (calculated based on 36 months)

How are data files managed?

A consolidated entity-level file is preferred. Amwins manages the receipt and processing of all eligibility data, and manual remittance is offered for smaller entities as necessary.

How many municipalities are expected to participate?
We expect approximately 200 participating entities.

Who is billed?
Billing is issued directly to individual municipalities and counties rather than to the TML Risk Pool.

How often are invoices sent?
Amwins issues invoices on a monthly basis.

How do entities pay?
Entities may pay by check, ACH/bank draft, or eBill payment portal.

Who handles Critical Illness claims?
All Critical Illness claims are administered by MetLife.

Who supports retirees with claim questions?
MetLife provides support for benefit and claim-related questions, while Amwins handles eligibility and billing questions from participating entities.

What documentation do retirees receive?
Entities will receive the policy and Critical Illness packet, which they will distribute to eligible retirees.

Will the TML Risk Pool host program documents on their website?
Yes. The TML Risk Pool website will host key program materials such as:

- Brochure
- Participation Agreement
- File specifications
- Contacts
- Policy documents will be accessible on the TML Risk Pool website.

What reporting is available?
Available reporting includes premium paid versus billed reconciliations and monthly member and coverage backup reports.

Email: txhb4144@amwins.com
Phone: 800.313.7008

Critical Illness Insurance

Benefits you can use as you see fit, such as to help cover expenses that are not covered by your medical plan.

Critical Illness Insurance Benefits

Eligible Individual	Benefit Amount	Requirements
Coverage Options		
Peace Officer and/or Firefighter Retiree members of Texas Municipal League Intergovernmental Risk Pool	**The lesser of one times the basic annual earnings on file prior to retirement rounded to the next higher $1,000, or $100,000**	3 Years of consecutive coverage is provided as Employer Paid when you have retired on or after 1/1/2026

Benefit Payment

Your plan pays a lump-sum benefit upon the first verified diagnosis of each Covered Condition that occurs within the first three years of your retirement. Please refer to the table below for the percentage benefit payable for each Covered Condition.

Covered Conditions*	One Time Benefit
Type A Cancer: cancer that originates at the stomach, colon, rectum, skin (excluding malignant melanoma), prostate, testis, or brain	100% of Benefit Amount
	100% of Benefit Amount
	100% of Benefit Amount
Type D Cancer: malignant melanoma	100% of Benefit Amount
	100% of Benefit Amount
Heart Attack	100% of Benefit Amount
Stroke	100% of Benefit Amount

* Notes Regarding Covered Conditions

MetLife will not pay a benefit for a Covered Condition that is diagnosed prior to the coverage effective date.

- Cancer – Please review the certificate for specific information about cancer benefits. In most states, not all types of cancer are covered.
- Heart Attack – The Heart Attack Covered Condition pays a benefit for the occurrence of a myocardial infarction, subject to the terms of the certificate. A myocardial infarction does not include sudden cardiac arrest.
- Stroke – In certain states, the Covered Condition is Severe Stroke.

Critical Illness Insurance

Example of How Benefits are Paid

The example below illustrates a retiree who has a Benefit Amount of $100,000.

Illness – Covered Condition	Payment
Heart Attack — first verified diagnosis, year one of coverage	Initial Benefit payment of $100,000 or 100%
Stroke – first verified diagnosis, year two of coverage	Initial Benefit payment of $100,000 or 100%

This example is for illustrative purposes only. The MetLife Critical Illness Insurance Policy and Certificate are the governing documents with respect to all matters of insurance, including coverage for specific illnesses. The specific facts of each claim must be evaluated in conjunction with the provisions of the applicable Policy and Certificate to determine coverage in each individual case.

Question & Answer

Q. Who do I call for assistance?

A. Call 1-800-313-7008 or email at *txhb4144@amwins.com*

Insurance Rates

MetLife offers group rates, your retiree rates are outlined below.

Monthly Premium per $1,000 of Coverage

Age	Employee Only
<25	$0.06
25–29	$0.08
30–34	$0.14
35–39	$0.25
40–44	$0.46
45–49	$0.73
50–54	$1.15
55–59	$1.73
60–64	$2.41
65–69	$3.14
70–74	$4.01
75-79	$4.75
80-84	$5.30
85+	$5.54

Rates will increase when a Covered Person reaches a new age band.

Rates are subject to change.

METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. Product features and availability vary by state. There may be a preexisting condition exclusion. There may be a Benefit Reduction Due to Age provision. There may be a Benefit Suspension Period between recurrences of the same Covered Condition or occurrences of different Covered Conditions. Attained Age rates will increase when a Covered Person reaches a new age band. Rates are subject to change. A more detailed description of the benefits, limitations, and exclusions applicable to MetLife's CII product can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP07-CI, GPNP09-CI, GPNP10-CI, GPNP14- CI, GPNP19-CI or contact MetLife for more information. Please contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.

MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses.

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Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Engineering**
Subject:	**Resolution 26-R-118 – Authorizing a task order agreement with Halff Associates, Inc. for professional engineering-related services for the design of the Weir Road Crossing Repair/Replacement Project (Assistant City Engineer John Nowak)**

BACKGROUND

Replacement of the Weir Road low water crossing of Cibolo Creek with a larger, more robust crossing structure is identified as a Drainage Capital Improvement Project scheduled sometime after 2030. In mid-July Schertz experienced a heavy rain event that caused some localized flash flooding. One result of this event was damage to the Weir Road crossing. Initial inspections of the crossing done after water levels began to recede identified some damage, but the hope was that the main part of the crossing structure was still intact. It was hoped that the crossing could be restored with a relatively low amount of effort.

Unfortunately, as the water levels dropped closer to baseline flows and debris was cleared from the structure, it was discovered that the main part of the crossing structure had sustained significant damage. This damage includes the destruction of part of the culverts and undermining of the structure. More extensive work is needed in order to re-open the crossing than originally thought. One of the City's on-call firms, Halff Associates, was contacted to help evaluate the damage and to design a repair. A scope and fee proposal was created, with input from staff, to correct the issue. The scope of the work by Halff has two parts. The first part is to identify and implement a repair to the crossing structure so the roadway can be re-opened to traffic and quickly as possible. The second part of the proposal will include a hydraulic evaluation to determine what type of new structure would be needed for different design storms. Options for a long-term solution that will improve the crossing structure will be identified. For each option, an initial cost estimate will also be provided. This will allow the City to identify the most appropriate option to pursue for the Capital Improvement project and provide a better cost estimate for the project. The information can also be used to inform a decision to possibly move up the Capital Improvement Project.

Council approval of the Task Order will allow the City to proceed as quickly as possible with an initial restoration effort to re-open the crossing as quickly as possible and to better plan for the future Capital Improvement Project to replace the crossing with a better structure.

GOAL

To approve a Task Order to repair the damaged Weir Road crossing structure as quickly as possible and identify an appropriate long-term crossing replacement strategy.

COMMUNITY BENEFIT

Repairing the damaged crossing structure will allow the roadway to be re-opened, restoring an existing connection across Cibolo Creek for area residents. The future planning component of the design effort will provide more detailed information for the City to better identify a long term solution to improve the crossing structure to provide a more robust crossing structure for this connection to help reduce or eliminate future extended closures of this crossing structure.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Task Order with Halff Associates to identify and implement repairs to the Weir Road crossing structure so the roadway can be re-opened as soon as possible and to identify options for a replacement/upgrade of the crossing structure.

FISCAL IMPACT

The not to exceed cost of the scope and fee proposal is $160,000 ($147,525 plus $12,475 of contingency). This project will initially be charged to the Engineering Operating Budget and staff will propose to adjust the budget at the next quarterly budget amendment item.

RECOMMENDATION

Approve Resolution 26-R-118

Attachments

Resolution 26-R-118 w attachment

RESOLUTION 26-R-118

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE WEIR ROAD CROSSING REPAIR/REPLACEMENT PROJECT

WHEREAS, the City staff of the City of Schertz (the "City") has determined that the City requires professional services relating to engineering and design for the Weir Road Crossing Repair/Replacement Project; and

WHEREAS, City staff has determined that Halff Associates, Inc. is uniquely qualified to provide such services for the City; and

WHEREAS, Halff Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

WHEREAS, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the "Agreement") with a not to exceed amount of $160,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of $147,575 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total amount of $160,000**.**

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

TASK ORDER AGREEMENT WITH HALFF ASSOCIATES, INC. FOR WEIR ROAD CROSSING REPAIR/REPLACEMENT PROJECT

halff

September 18, 2026
AVO 57460.011

John Nowak, P.E.
Assistant City Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1825 | jnowak@schertz.com

RE: Weir Road at Cibolo Creek Crossing Reconstruction

Dear Mr. Nowak:

We are pleased to present this proposal to provide professional services related to the Weir Road at Cibolo Creek Crossing Project. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on this project.

Should you require any further information or clarification, please do not hesitate to reach out. We look forward to continuing our successful collaboration on this project!

Sincerely,
HALFF ASSOCIATES, INC.

Luis A. Cardona, P.E. LGPP
Project Manager/Public Works Team Leader

Lamberto J. Balli, P.E., PWLF
Vice President/Director of Public Works

Attachments: E-505 2020 Part 3 Task Order Form and Exhibit A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE® NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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TASK ORDER NO. X

This is Task Order No. **[_X_]**, consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[January_____2026]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**September _____, 2026**
b.	Owner:	**City of Schertz**
c.	Engineer:	**Halff Associates, Inc.**
d.	Specific Project (title)	**Weir Road at Cibolo Creek Crossing Reconstruction**
e.	Specific Project (description):	**Reconstruction of approximately 150 LF of roadway, culverts, and headwalls for the Cibolo Creek Crossing at Weir Road and Conceptual Analysis of Low Water Crossing Improvements**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	**N/A**

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

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Specific Project Title:	Weir Road at Cibolo Creek Crossing Reconstruction
Type and Size of Facility:	Roadway and Drainage
Description of Improvements:	Reconstruction of approximately 150 LF of roadway, culverts, and headwalls for the Cibolo Creek Crossing at Weir Road and Conceptual Analysis of Low Water Crossing Improvements
Expected Construction Start:	January 2027
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Along Weir Road at Cibolo Creek Low Water Crossing
Current Specific Project Budget:	N/A
Funding Sources:	N/A
Known Design Standards:	City of Schertz, City of San Antonio, and TxDOT Design Standards
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services: **(Does not apply)**

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and

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will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the schedule below. Preliminary Schedule is below:

Deliverables	Duration
90% Design Submittal	6 Weeks
100% Design Submittal	4 Weeks
Bid Phase	2 Weeks
Construction Phase Services	16 Weeks
Project Close-Out and Record Documents	2 Weeks
Conceptual Analysis	8 weeks

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

1. The Owner shall provide As-built drawings for public utilities within the ROW, adjacent development plats, and future project utility layouts.

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Basic Engineering Services	$**128,855.00**	**Lump Sum**
1. 90%/100% Construction Documents	$100,145.00	Lump Sum
2. Conceptual Analysis	$22,420.00	Lump Sum
Bid Phase Services	$**5,550.00**	**Lump Sum**

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Construction Phase Services	$**13,170.00**	**Lump Sum**
GRAND TOTAL	$**147,575.00**	**Lump Sum**

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. Raba-Kistner, Inc. (Geotechnical Services)

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule **(Schedule provided in Section 4 of this Task Order)**

C. Exhibit C to Task Order – Basis of Compensation

D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **(Does not apply)**

E. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **(Does not apply)**

F. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

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OWNER:	ENGINEER:
By:	By:
Print Name:	Print Name: Lamberto J. Balli, PE
Title:	Title: Vice President/ Director of Public Works
	Engineer's License or Firm's F-312
	State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Luis A. Cardona, PE, LGPP
Title:	Title: Project Manager/Public Works Team Leader
Address:	Address: 100 NE Loop 410, Suite 701, San Antonio, Texas 78216
E-Mail Address:	E-Mail Address: lcardona@halff.com
Phone:	Phone: 210-704-1379
Date:	Date: September 18, 2026

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EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT

CITY OF SCHERTZ ("CITY") is proposing to re-construct the existing drainage crossing along Weir Road at Cibolo Creek. Project Location is shown in **ATTACHMENT A**. The work to be performed under this work authorization by **HALFF** ("CONSULTANT") will consist primarily of the preparation of Plans, Specifications, and Estimate (PS&E), the preparation of Bidding Documents, and performing Construction Phase Services.

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT and CITY in an effort to expedite completion of the design.

Project Administration Services will include the following:

1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of CITY;

1.2 The CONSULTANT will submit to CITY its invoices of services performed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to CITY by the 10th calendar day of each month;

1.3 Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule if key milestones have changed and related documents in accordance with the Project Schedule.

1.4 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY's involvement or decision.

Project Coordination Services will include the following:

1.5 The CONSULTANT will attend a Project Kick-Off Meeting with CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.

1.6 The CONSULTANT will meet with CITY's Representative monthly. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty-four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.

1.7 The CONSULTANT will attend a Design Concept Meeting with CITY. At this meeting, the project design criteria will be compiled and documented into a Design Summary Report format which the CONSULTANT will prepare. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting; and

1.8 The CONSULTANT will attend a 90% review meeting with CITY. The CONSULTANT will prepare the necessary documents for the review meeting.

1.9 The CONSULTANT will attend Comment Resolution Meetings after the 90% submittal to discuss

review comments. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.

2.0 PROJECT DESIGN CRITERIA

The Project Design Criteria for the Weir Road Crossing at Cibolo Creek will be as follows:

2.1 All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas;

2.2 The design standards to be used will include but not be limited to the City of Schertz Design Guidelines, TxDOT Roadway Design Manual, TxDOT Bridge Design Manual – LRFD, TxDOT Hydraulic Design Manual, the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines.

2.3 Project specifications will be developed using the latest City of Schertz Standard Specifications and applicable TxDOT Standard Specifications.

3.0 SURVEYING SERVICES

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

Surveying Services will include the following:

3.1 Using Bexar County Appraisal District (BCAD), Bexar County Clerk Websites, Guadalupe County Appraisal District (GCAD), and Guadalupe County Clerk Websites, the CONSULTANT will gather ownership and deed information for the base drawing;

3.2 If needed, the CONSULTANT will prepare Right-of-Entry (ROE) agreements for approximately (4) adjacent landowners, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW). CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified, and the process escalated with assistance from CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to CITY;

3.3 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System South Central Zone surface coordinates and NAVD 88 vertical datum;

3.4 The CONSULTANT will research existing plats, ROW maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing ROW and analyze to establish apparent existing ROW. Apparent ROW is defined as the existing ROW with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent ROW along with Bexar

County/Guadalupe County Appraisal District records of lot or property lines, land ownership, and addresses as publicly available through BCAD/GCAD.

3.5 The CONSULTANT will perform a topographic survey of the site in general conformance to a Category 6 Condition 1 standard as referenced in the Manual of Practice for Land Surveying in the State of Texas, latest edition. Topography elements of the Weir Road Low Water Crossing at Cibolo Creek within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mail boxes, etc.;

3.6 The CONSULTANT will collect survey data of existing features adjacent to the Project within the existing ROW;

3.7 The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at the Project site;

3.8 The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.);

3.9 The CONSULTANT will survey approximately 100 feet of the incoming and outgoing approaches at the Project site;

3.10 The CONSULTANT will survey approximately 50 feet, upstream and downstream of Cibolo Creek, to include the creek bed at the Project site;

3.11 The CONSULTANT will prepare in AutoCAD, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in AutoCAD;

4.0 GEOTECHNICAL ENGINEERING SERVICES

Geotechnical Engineering Services will include the following:

4.1 The CONSULTANT will coordinate with Raba Kistner to gather the data outlined in the attached **ATTACHMENT B** (Raba Kistner – Scope of Services) for the Geotechnical Engineering Study.

5.0 ROADWAY DESIGN SERVICES

The tasks performed for the roadway design will include, but are not limited to the following:

5.1 The CONSULTANT will design a PS&E level horizontal alignment and vertical profile, develop pavement edges, curbs, sidewalks, barriers, retaining walls, and any other pertinent roadside features as required.

5.2 The CONSULTANT will prepare a Title Sheet which will include pertinent project information;

5.3 The CONSULTANT will prepare a detailed Index of Sheets that shows each sheet's location in the plan set and corresponding sheet number;

5.4 The CONSULTANT will prepare Project Layout Sheets at a 1"=100' scale double stacked that clearly indicate the limits of the entire project;

5.5 The CONSULTANT will prepare Existing and Proposed Typical Section Sheets. The existing typical sections will include the current roadway characteristics (pavement section, pavement width, ROW, etc.). The proposed typical sections will include all pertinent information for the proposed roadway construction. Typical sections will be required for all proposed and existing roadways, including side streets, with the best available information. The proposed typical sections must include the following:

a. Width of travel lanes;
b. Width of shoulders;
c. Border width;
d. Curb offsets;
e. ROW width;
f. Centerline;
g. Profile grade line;
h. Pavement structure;
i. Side Slopes;
j. Sodding/seeding limits; and
k. Retaining walls;

5.6 The CONSULTANT will prepare Removal Layouts at a 1”=50’ scale double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions to ensure the intent is clear;

5.7 The CONSULTANT will develop Horizontal Alignment Data Sheets that will include all horizontal alignment data

5.8 The CONSULTANT will develop Roadway Plan and Profile Sheets at a scale of 1”=50’ H and 1”=10‘ V. The sheets will include coordinates, superelevation data, stations, horizontal curve date, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;

5.9 The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard TxDOT detail sheets necessary to fully construct all portions of the Project;

5.10 The CONSULTANT will prepare cross-sections at a scale of 1”=20’ H and 1”=10‘ V to be included in the plan set. The cross-sections will be created along the proposed centerline alignment at 50 foot intervals, culvert locations, intersections, existing driveways, and proposed driveways. The cross- sections will show the proposed roadway, roadside features, existing ground, proposed grading, existing ROW, proposed ROW, and easements. The horizontal alignment, pavement cross-slope, existing ROW and proposed ROW must all be labeled. Utilities and storm sewers, if required, will be shown on the cross-sections;

5.11 The CONSULTANT will obtain the most current applicable City of Schertz and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

5.12 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);

5.13 The CONSULTANT will prepare any required special specifications or special provisions and identify the applicable City of Schertz and/or TxDOT general notes;

5.14 The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Schertz, TxDOT San Antonio District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT;

6.0 DRAINAGE DESIGN SERVICES

The tasks performed for the drainage design will include, but are not limited to the following:

6.1 The CONSULTANT will prepare Culvert Layouts for all culvert crossings. The layouts must be prepared in a plan and profile layout and include geometrics of the culvert reconstruction or modification. The layouts will be prepared at a scale of 1"=20' H and 1"=10' V;

6.2 The CONSULTANT will calculate quantities for all culvert crossings and will prepare a Summary Sheet for all culvert quantities;

6.3 The CONSULTANT will select the most current applicable City of Schertz and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

6.4 The CONSULTANT will prepare a request for any design exceptions, including all information necessary to support the request, and submit them to CITY for review and approval;

6.5 The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Schertz, TxDOT San Antonio District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT;

Assumptions and Exclusions:

i. Drainage Area Map

ii. Hydrologic and Hydraulic Data Sheets

iii. Energy Dissipation and Erosion Protection

7.0 STRUCTURAL DESIGN SERVICES

The tasks performed for the structural design will include, but are not limited to the following:

7.1 The CONSULTANT will attend up to four (4) 1-hour virtual meetings with CITY.

7.2 The CONSULTANT will coordinate with Geotechnical subconsultant for the headwall design.

7.3 The CONSULTANT will perform the structural design of modified TxDOT standard concrete headwalls.

7.4 The CONSULTANT will deliver signed and sealed construction documents for concrete headwalls.

Assumptions and Exclusions:

i. Structural scope of work shall be based on design parameters provided by a site-specific geotechnical investigation.

ii. No calculation package is provided as part of this fee. This can be included as additional services.

iii. Existing corrugated metal pipes shall be replaced with like in kind. Structural design of bridge class culvert is excluded from scope of work.

iv. Headwall profiles shall match the exist road profile.

v. Value engineering services.

8.0 TRAFFIC, SIGNING AND PAVEMENT MARKINGS SERVICES

The tasks performed for the traffic, signing and pavement marking design will include, but are not limited to the following:

8.1 The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and

delineation layouts on the same sheets at a scale of 1”=50’. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable TxDOT standards;

8.2 The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate;

8.3 The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable TxDOT and CITY standards. No large guide signs are anticipated;

8.4 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.

8.5 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);

9.0 ENVIRONMENTAL, STORM WATER MANAGEMENT PLAN, AND TREE PRESERVATION SERVICES

The tasks performed for the Environmental, Storm Water Management Plan, and Tree Preservation will include, but are not limited to the following:

9.1 The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;

9.2 The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1”=50’ double stacked;

9.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);

9.4 The CONSULTANT will obtain the most current applicable TxDOT and CITY standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and

9.5 The CONSULTANT will develop Tree Protection Details.

Assumptions and Exclusions:

i. Environmental Permits, Issues, and Commitments sheet

10.0 SUBMITTAL REQUREMENTS

Project Design Services Submittals will include the following:

10.1 Submittal and Review Meetings:

a. 90 and 100 percent submittals will be required; and

b. The CONSULTANT will attend 90 percent submittal review meeting. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes of each review meeting and submit to CITY within three (3) business days after the meeting date.

10.2 90 Percent Submittal:

a. Provide three (3) paper copies for review of the items listed below and one (1) CD or Storage Device containing electronic copies. Plan sheets and cross-sections will be prepared and submitted in 11”x17” tabloid paper format;

b. The submittal must include the following:

i. Title Sheet;
ii. Index of Sheets;
iii. Project Layout Sheets;
iv. Existing & Proposed Typical Sections;
v. General Notes & Specifications;
vi. Estimate & Quantity Data Sheet;
vii. Summary Sheets;
viii. Survey Control Data Sheets;
ix. Horizontal Alignment Data Sheets;
x. Removal Layouts;
xi. Roadway Plan & Profile Sheets;
xii. Miscellaneous Roadway Details;
xiii. Roadway Standards;
xiv. Culvert Layouts;
xv. Miscellaneous Drainage Details;
xvi. Drainage Standards;
xvii. Estimated Quantities;
xviii. Signing & Pavement Marking Layouts;
xix. Signing & Pavement Marking Standards;
xx. Summary of Small Signs;
xxi. Small Sign Details;
xxii. SW3P Layouts;
xxiii. Environmental Standards including Tree Preservation Standards;
xxiv. Roadway Cross-Sections;
xxv. Opinion of Probable Construction Cost;
xxvi. Construction Schedule;
xxvii. Project Design Schedule;
xxviii. Draft Geotechnical Engineering and Pavement Design Report;

10.3 100 Percent Submittal:

a. The submittal must include the following:

i. Two (2) original signed (electronic signatures allowed) and sealed 11”x17” tabloid paper sets of the Final Construction Drawings;

ii. Two (2) original Project Manuals and Bid Documentation for advertisement and letting;

iii. Two (2) original Storm Water Pollution Prevention Plan for Construction; and

iv. One (1) CD or Storage Device containing electronic copies of all files including PDFs of the 100 percent submittal documents, all AutoCAD files.

11.0 BID PHASE SERVICES

Bid Phase Services will include the following:

11.1 The CONSULTANT will attend the Pre-Bid Meeting with CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;

11.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;

11.3 The CONSULTANT will attend the formal bid opening;

11.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from CITY; and

11.5 The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor.

12.0 CONSTRUCTION PHASE SERVICES

Construction Phase Services will include the following:

12.1 The CONSULTANT will attend the Pre-Construction Meeting with CITY and the awarded Contractor. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;

12.2 The CONSULTANT will attend monthly status meetings (up to 4 meetings) at the Project location with CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;

12.3 The CONSULTANT will review the Contractor’s submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto;

12.4 CITY will require the Contractor to submit to the CONSULTANT any request for additional information (RFI). The CONSULTANT will review and deliver to CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI’s per month during the Project. If additional RFI’s are generated above four (4) per month compensation may be requested. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI’s in the contract;

12.5 The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates;

12.6 The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;

12.7 After completion of the work, and before final payment to the Contractor, it will be CITY responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY permanent file. The CONSULTANT will also provide the As-Builts in PDF format. CITY will not hold the CONSULTANT responsible for the information provided by the Contractor;

13.0 CONCEPTUAL ANALYSIS

The tasks performed for the conceptual analysis will include, but are not limited to the following:

Drainage Analysis:

13.1 The CONSULTANT will perform a desktop analysis to identify an optimal culvert/bridge size and opinion of probable construction cost to replace the existing low water crossing culverts at Weir Road. Multiple options will be reviewed to pass the 2-, 5-, 10, 25- and 100-YR design storms.

13.2 The CONSULTANT will collect technical data from CITY, TNRIS, and previous CONSULTANT studies.

13.3 The CONSULTANT will perform one (1) field visit to view and measure field conditions for the existing crossing.

13.4 The CONSULTANT will utilize the FEMA effective model for this area and update as needed.

13.5 The CONSULTANT will check the Hydrology for the referenced HEC-RAS model, and it is expected that the 2- and 5-year peak flows will need to be added.

13.6 The CONSULTANT will very the Hydraulic analysis for existing conditions.

13.7 The CONSULTANT will perform post-project modeling to analyze the crossing to pass the 2-, 5-, 10, 25- and 100-YR design storms (5 alternatives) without causing adverse impacts to adjacent properties. CONSULTANT will provide conceptual recommendations to mitigate impacts to adjacent properties.

13.8 The CONSULTANT will develop a brief technical memorandum outlining the modeling methodology and results/recommendations for the crossing.

13.9 The CONSULTANT will provide an opinion of probable construction cost for each of the 5 alternatives provided.

Structual Analysis:

13.10 The CONSULTANT will perform schematic level estimating services for structural solutions for a 2-, 5-, 10-, 25- and 100-YR flood crossing.

13.11 The CONSULTANT will prepare an Opinion of Probable Construction Cost (OPCC) for structural solutions for 2-, 5-, 10-, 25- and 100-YR flood crossing.

13.12 The CONSULTANT will prepare a 10% schematic level exhibit showing the estimated limits of crossings for 2-, 5-, 10-, 25- and 100-YR floods.

Assumptions and Exclusions:

i. No designs concept plans included.
ii. Analysis based on existing field conditions only, not based on future development.
iii. Deliverables are electronic only
iv. Survey is not required.
v. No submittals or coordination with other agencies (i.e. FEMA, City, etc.)
vi. Schematic level crossings shall include bridge limits and lengths only for estimating purposes only. The estimate excludes preliminary alignments, profiles, bent locations, foundation types, and all similar levels of detail.

14.0 EXCLUSIONS.

14.1 Exclusions are shown below:

i. Technical reports or applicable documentation for the following items are excluded from the scope of services for this task: indirect impacts, cumulative impacts, Section 4(f) and 6(f) impacts, Chapter 26 impacts.
ii. Preparation of an Environmental Assessment and Environmental Impact Statement are not included in the scope of work for this task.
iii. This scope of work excludes any coordination or documentation associated with a Presidential Permit application.
iv. This scope of work excludes any coordination or documentation associated with the Natural Resources Code, Chapter 183.
v. The scope of work for this task does not include karst, threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act.
vi. This scope of work does not include a geologic assessment.
vii. This scope of work does not include preparation of a USACE Section 408 Application, Individual Permit Application, or a mitigation plan.
viii. This scope of work does not include preparation of checklists for Section 4(f) exception determinations, Section 4(f) programmatic evaluations, or individual Section 4(f) evaluations.
ix. Efforts for a virtual public meeting and/or public hearing are not included in this scope of work.
x. Construction plans, bidding, or development of design details are not included in this scope of work.
xi. Permitting or review fees are not included in this scope of work.
xii. Grant writing or administration is not included in this scope of work.
xiii. The scope of work for this task excludes all subsurface utility investigations.
xiv. The scope of work for this task does not include the development of a traffic control plan for construction. Halff assumes the roadway will remain closed to traffic and all existing signage shall remain in place.
xv. The scope of work for this task excludes scour analysis.

If the CITY, or a regulatory agency requires additional information other than that specified in this scope of work, then a supplemental services agreement will be required.

Weir Road at Cibolo Creek Crossing Reconstruction PS&E

Estimated Level of Effort for PS&E and Construction Phase Services

	POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager	Senior Engineer	Project Engineer	EIT	Senior CADD Tech	Senior RPLS/PSM	RPLS/PSM	Senior Survey Tech/SIT	2-Man Survey Crew	Senior SUE Manager	SUE Field Manager	SUE 1-Man Designator	Admin	SubConsultant Fee	Non-Labor Cost	Total Labor hrs.	Cost
	BILLABLE LABOR RATES	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00	Lump Sum			
1) Project Administration and Coordination																			
1.1	Invoicing/Monthly Reports/Project Coordination																		$ -
1.2	Prepare Monthly Invoices and Progress Reports (Assumes 2 Invoice Submittals plus 4 construction phase)		6															6	$ 1,410.00
1.3	Update Project Schedule		6															6	$ 1,410.00
1.4	Monthly Status Report of Decisions/Agreements made and unresolved or pending issues		3															3	$ 705.00
1.5	Attend Project Kick-Off Meeting		2			2												4	$ 790.00
1.6	Attend Monthly Coordination Meeting with City of Schertz (2 Meetings)		2			2												4	$ 790.00
1.7	Attend Design Concept Meeting		1			1												2	$ 395.00
1.8	Attend Design Review Meetings (90% Submittal)		1			1												2	$ 395.00
1.9	Comment Resolution Meetings (90% Submittal)		1			1												2	$ 395.00
	Total Hours		22			7												**29**	
SUMMARY																			
	HOURS SUB-TOTALS		22			7												**29**	$ 6,290.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				
	TOTAL - Project Administration and Coordination	**$ -**	**$ 5,170.00**	**$ -**	**$ -**	**$ 1,120.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**			**$ 6,290.00**
2) Project Design Criteria																			
2.1-2.3	Project Specifications		8															8	$ 1,880.00
	Total Hours		8															**8**	
SUMMARY																			
	HOURS SUB-TOTALS		8															**8**	$ 1,880.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Project Design Criteria Services	**$ -**	**$ 1,880.00**	**$ -**	**$ -**	**$ -**	**$ -**								**$ -**	**$ -**	**$ -**		**$ 1,880.00**
3) Surveying Services																			
3.1-3.11	Topographic Survey/Research/Control/Deliverable								20	24	20							64	$ 11,440.00
	Total Hours								20	24	20							**64**	
SUMMARY																			
	HOURS SUB-TOTALS								20	24	20							**64**	$ 11,440.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Surveying Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,800.00**	**$ 3,240.00**	**$ 4,400.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 11,440.00**
4) Geotechnical Investigation (Raba-Kistner)																			
4.1	See Raba-Kistner Proposal															$ 14,700.00			$ -
	Subconsultant Coordination for Geotechnical Services		10															10	$ 2,350.00
	Total Hours		10															**10**	
SUMMARY																			
	HOURS SUB-TOTALS		10															**10**	$ 2,350.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Geotechnical Services	**$ -**	**$ 2,350.00**	**$ -**	**$ -**	**$ -**	**$ -**								**$ -**	**$ 14,700.00**	**$ -**		**$ 17,050.00**

Weir Road at Cibolo Creek Crossing Reconstruction PS&E

Estimated Level of Effort for PS&E and Construction Phase Services

	POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager	Senior Engineer	Project Engineer	EIT	Senior CADD Tech	Senior RPLS/PSM	RPLS/PSM	Senior Survey Tech/SIT	2-Man Survey Crew	Senior SUE Manager	SUE Field Manager	SUE 1-Man Designator	Admin	SubConsultant Fee	Non-Labor Cost	Total Labor hrs.	Cost
	BILLABLE LABOR RATES	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00	Lump Sum			
5) Roadway Design Services																			
5.1 - 5.14	**Roadway Design (PS&E)**																		
5.1	Develop Horizontal & Vertical Geometry		2			4												6	$ 1,110.00
5.2	Develop Title Sheet		1			4												5	$ 875.00
5.3	Develop Index of Sheets		1			4												5	$ 875.00
5.4	Develop Project Layout Sheets (1"=100' double stacked) (1 Sheet)	2	2			8												12	$ 2,330.00
5.5	Prepare Existing and Proposed Typical Sections (2 sheets)		4			8												12	$ 2,220.00
5.6	Prepare Removal Layouts Sheets (1"=50' double stacked) (1 Sheet)		2			16												18	$ 3,030.00
5.7	Develop Horizontal Alignment Data Sheets.(1 Sheet)		1			4												5	$ 875.00
5.8	Develop Roadway P&P Sheets (1"=50' H, 1"=10' V) (1 Sheet)		6			24												30	$ 5,250.00
5.9	Prepare Miscellaneous Roadway Details (2 Sheets)		2			4												6	$ 1,110.00
5.10	Prepare Cross Sections (50' increment, 1"=20' H, 1"=10') (2 sheets)		4			16												20	$ 3,500.00
5.11	Assembly of Applicable City of Schertz and/or TXDOT Standards.		2			4												6	$ 1,110.00
5.12	Prepare Quantity Sheets (2 submittals)		2			8												10	$ 1,750.00
5.13	Development of Special Specs and General Notes		1			4												5	$ 875.00
5.14	Opinion of Probably Construction Cost (2 submittals)		2			8												10	$ 1,750.00
																			$ -
	Total Hours	2	32			116												150	
SUMMARY																			
	HOURS SUB-TOTALS	2	32			116												150	$ 26,660.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Roadway Design Services	**$ 580.00**	**$ 7,520.00**	**$ -**	**$ -**	**$ 18,560.00**	**$ -**								**$ -**	**$ -**	**$ -**		**$ 26,660.00**
6) Drainage Design Services																			
6.1 - 6.5	**Drainage Design (PS&E)**																		$ -
6.1	Develop Culvert Layout Sheets (1"=20' H, 1"=10' V) (10 sheets)	2	8			24												34	$ 6,300.00
6.2	Prepare Quantity Sheets (2 submittals)		2			8												10	$ 1,750.00
6.3	Assembly of Applicable City of Schertz and/or TXDOT Standards.		2			8												10	$ 1,750.00
6.4	Preparation of Design Exception Requests																		$ -
6.5	Opinion of Probably Construction Cost (2 submittals)		2			8												10	$ 1,750.00
	Total Hours	2	14			48												64	
SUMMARY																			
	HOURS SUB-TOTALS	2	14			48												64	$ 11,550.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Drainage Design Services	**$ 580.00**	**$ 3,290.00**	**$ -**	**$ -**	**$ 7,680.00**	**$ -**								**$ -**	**$ -**	**$ -**		**$ 11,550.00**
7) Structural Design Services																			
7.1 -7.4	**Structural Design (PS&E)**																		
	Meetings and Coordiantion, Headwall Design	2	10		38		28											78	$ 14,350.00
																			$ -
	Total Hours	2	10		38		28											78	
SUMMARY																			
	HOURS SUB-TOTALS	2	10		38		28											78	$ 14,350.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Bridge Design Services	**$ 580.00**	**$ 2,350.00**	**$ -**	**$ 7,220.00**	**$ -**	**$ 4,200.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 14,350.00**
8) Traffic Signal Design, Signing and Pavement Marking Services																			
8.1	Prepare Signing, Pavement Marking, and Delineation Layouts (1" = 50')	1	4			16												21	$ 3,790.00
8.2	Special Pavement Marking Details																		$ -
8.3	Summary of Small Signs		2			4												6	$ 1,110.00
8.4	Assembly of Applicable City of Schertz and/or TXDOT Standards.		2			4												6	$ 1,110.00
8.5	Prepare Signing and Pavement Marking Quantity & Summary Sheets (2 submittals)		2			4												6	$ 1,110.00
	Total Hours	1	10			28												39	
SUMMARY																			
	HOURS SUB-TOTALS	1	10			28												39	$ 7,120.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Traffic, Signing and Pavement Marking Services	**$ 290.00**	**$ 2,350.00**	**$ -**	**$ -**	**$ 4,480.00**	**$ -**								**$ -**	**$ -**	**$ -**		**$ 7,120.00**
9) Environmental, Storm Water Management Plan and Tree Preservation Services																			
9.1	SWPPP Narrative		2			8												10	$ 1,750.00
9.2	SWPPP Layouts		2			12												14	$ 2,390.00
9.3	Calculate Quantities for Estimate (2 submittals)		2			4												6	$ 1,110.00
9.4	Standards Development		2			4												6	$ 1,110.00
9.5	Tree Protection Details		2			4												6	$ 1,110.00
	Total Hours		10			32												42	
SUMMARY																			
	HOURS SUB-TOTALS		10			32												42	$ 7,470.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				-
	TOTAL - Environmental/SW3P/Tree Protection Services	**$ -**	**$ 2,350.00**	**$ -**	**$ -**	**$ 5,120.00**	**$ -**								**$ -**	**$ -**	**$ -**		**$ 7,470.00**

Weir Road at Cibolo Creek Crossing Reconstruction PS&E

Estimated Level of Effort for PS&E and Construction Phase Services

	POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager	Senior Engineer	Project Engineer	EIT	Senior CADD Tech	Senior RPLS/PSM	RPLS/PSM	Senior Survey Tech/SIT	2-Man Survey Crew	Senior SUE Manager	SUE Field Manager	SUE 1-Man Designator	Admin	SubConsultant Fee	Non-Labor Cost	Total Labor hrs.	Cost
	BILLABLE LABOR RATES	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00	Lump Sum			
10) Submittal Requirements																			
10.1 - 10.3	**Submittal Requirements**																		
10.1	Submittal Review Meetings (1) & Submittals (2)		1			4												5	$ 875.00
10.2	Compiling 90% Submittal		1			4												5	$ 875.00
10.3	Compiling 100% Submittal		1			4												5	$ 875.00
	Total Hours		3			12												15	
SUMMARY																			
	HOURS SUB-TOTALS		3			12												15	$ 2,625.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Submittal Requirements	$ -	$ 705.00	$ -	$ -	$ 1,920.00	$ -								$ -	$ -	$ -		$ 2,625.00
11) Bid Phase Services																			
11.1 - 11.5	**Bid Phase Services**																		
11.1	Attend Pre-Bid Meeting		2			2												4	$ 790.00
11.2	Respond to Contractor questions		2			4												6	$ 1,110.00
11.3	Attend formal bid opening		2			2												4	$ 790.00
11.4	Develop Final Bid Tab Summary and Recommendation		2			4												6	$ 1,110.00
11.5	Final Plans, Project Manual, and SW3P Manual		2			8												10	$ 1,750.00
																			$ -
	Total Hours		10			20												30	
SUMMARY																			
	HOURS SUB-TOTALS		10			20												30	$ 5,550.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Bid Phase Services	$ -	$ 2,350.00	$ -	$ -	$ 3,200.00	$ -								$ -	$ -	$ -		$ 5,550.00
CONSTRUCTION PHASE SERVICES																			
12) Construction Phase Services																			
12.1-12.7	**Construction Services**																		$ -
12.1	Attend Pre-Construction conference		2			2												4	$ 790.00
12.2	Attend Monthly Construction Progress Meeting (Assume 4 Meetings)		4			4												8	$ 1,580.00
12.3	Review Shop Drawings, Product Data and Samples		4			16												20	$ 3,500.00
12.4	Answer RFI's (Assume 2 RFI's per month for 4 months @ 2 Hrs/RFI)		4			16												20	$ 3,500.00
12.5	Review Monthly Pay Estimates		2			2												4	$ 790.00
12.6	Perform Final Inspection		2			2												4	$ 790.00
12.7	Create Record Drawings		4			8												12	$ 2,220.00
	Total Hours		22			50												72	
SUMMARY																			
	HOURS SUB-TOTALS		22			50												72	$ 13,170.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Construction Services	$ -	$ 5,170.00	$ -	$ -	$ 8,000.00	$ -								$ -	$ -	$ -		$ 13,170.00
TOTAL PROJECT SUMMARY																			
	HOURS SUB-TOTALS	7	151		38	313	28		20	24	20							601	$ 125,155.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				
	TOTAL PROJECT FOR BASIC SERVICES	$ 2,030.00	$ 35,485.00	$ -	$ 7,220.00	$ 50,080.00	$ 4,200.00	$ -	$ 3,800.00	$ 3,240.00	$ 4,400.00	$ -	$ -	$ -	$ -	$ 14,700.00	$ -		$ 125,155.00
		1.62%	28.35%		5.77%	40.01%	3.36%									11.75%			
CONCEPTUAL ANALYSIS																			
Conceptual Analysis																			
13.1-13.9	Drainage Analysis	2		20	60													82	$ 16,380.00
13.10-13.12	Structural Analysis				16		20											36	$ 6,040.00
	Total Hours	2		20	76		20											118	
SUMMARY																			
	HOURS SUB-TOTALS	2		20	76		20									$ -		118	$ 22,420.00
	BILLABLE RATE PER HOUR	$ 290.00	$ 235.00	$ 220.00	$ 190.00	$ 160.00	$ 150.00	$ 245.00	$ 190.00	$ 135.00	$ 220.00	$ 215.00	$ 155.00	$ 150.00	$ 105.00				$ -
	TOTAL - Conceptual Analysis	$ 580.00	$ -	$ 4,400.00	$ 14,440.00	$ -	$ 3,000.00								$ -	$ -			$ 22,420.00


ATTACHMENT 'A'
Roadway, Culverts, and Headwall Reconstruction
Legend
Weir Road at Cibolo Creek Crossing Project Location
Weir Rd
Lower Valley Ln
Weir Rd
Weir Rd
CIBOLO CREEK AT WEIR Rd
Cibolo Creek
Weir Rd
Google Earth
Image Landsat / Copernicus
N
600 ft

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**City Secretary**
Subject:	**Ordinance 26-S-020- Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.8. Permitted Use Table, and Article 16 Definitions in relation to Data Centers (Senior Planner Daisy Marquez)**

BACKGROUND

As per Unified Development Code (UDC) Section 21.4.7, City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, amend, supplement, change, modify or repeal the text of any portion of this UDC in order to establish a sound, stable, or desirable development within the jurisdiction of the City.

At the May 6, 2026, Planning and Zoning Commission meeting, Chairman Wallace requested a UDC amendment to add Data Centers to the permitted use table and require a Specific Use Permit (SUP). The Planning and Zoning Commission held a lengthy discussion on Data Centers at the July 1, 2026, Planning and Zoning Commission meeting and no action was taken. At the July 21, 2026, City Council meeting, Councilmember Watson requested a UDC amendment for Data Centers to be defined and to add the land use to the permitted use table.

The Planning and Zoning Commission held a public hearing for the item at the August 5, 2026, Planning and Zoning Commission meeting. A public hearing notice was published in the "San Antonio Express" on August 12, 2026 for the September 1, 2026 City Council Meeting. The September 1, 2026 City Council Meeting was canceled. A public hearing notice was published in the "San Antonio Express" on September 30, 2026 for the October 20, 2026, City Council Meeting.

Proposed Amendments:

The proposed UDC Amendments include modifications to Article 5, Section 21.5.8 - Permitted Use Table and Article 16 - Definitions; to create a definition of Data Centers and add the land use to the Permitted Use Table.

Staff is proposing modifications to the following sections and subsections:

Article	UDC Section	Proposed Amendment
Article 5	Section 21.5.8- Specifically the Permitted Use Table	Require a Specific Use Permit (SUP) for Data Centers in Manufacturing (Light) District (M-1) and in Manufacturing (Heavy) District (M-2)

Article 16	Definitions	*Data Center:* A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

GOAL

To amend Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) Article 5, Section 21.5.8. Permitted Use Table and Article 16 Definitions.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

For Unified Development Code Amendments, staff looks toward the criteria of approval listed in UDC Section 21.4.7.D. The criteria are listed below:

1. The proposed amendment promotes the health, safety, and general welfare of the City;
The proposed amendments promote the general welfare of the City by providing clarity on new uses for developers and granting City Council discretion over each proposal. The City of Schertz Unified Development Code did not have a definition of Data Centers, and the use was not included in the Permitted Use Table. The proposed amendment to Article 16- Definitions defines Data Center as a use so that it is not identified as another type of use. The amendment to Article 5, Section 21.5.8 Permitted Use Table clearly defines the specific process within the permitted zoning districts a proposed Data Center use must go through. Requiring a Specific Use Permit (SUP) allows City Council to have discretion over any proposed Data Centers. Additionally, the Specific Use Permit process allows an avenue for conditions required for the development of any proposed Data Centers.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;
The intent of the Unified Development Code, per UDC Section 21.1.2, includes the safe, orderly, and efficient development and expansion of the City. As per UDC Section 21.5.1, the purpose and intent of zoning districts is to promote public health, safety, and welfare by considering the character of each zoning district and encouraging the most appropriate use of land throughout the City. The proposed amendments include requiring a Specific Use Permit (SUP) in Manufacturing (*Light*) District (M-1) and Manufacturing (*Heavy*) District (M-2) for any proposed Data Center within the City. Manufacturing (*Light*) District (M-1) is intended for the development of light industrial, assembly, manufacturing, warehouse, and distribution facilities that should not emit dust, smoke, or odor detectable beyond their property boundaries. Manufacturing (*Heavy*) District (M-2) is intended for intensive industrial and manufacturing activities that tend to emit noise, odor, dust, smoke, and vibrations under controlled conditions. These two zoning districts are the most intensive zoning districts that are not compatible or appropriate in proximity to or adjacent to residential uses or zoning. Requiring a Specific Use Permit in these two zoning districts restricts Data Centers to zoning districts intended for heavy and light industrial uses. Data Centers are proposed not to be permitted in General Business District-II (GB-2) due to the location of currently approved General Business District-II (GB-2) zoning along IH-10, IH-35, and adjacent to residential uses. With the proposed amendments, the application procedure and hearing process for any proposed Data Center is clearly identified and can be implemented.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and
The proposed amendments are not a result of an error or state law. The proposed amendments to Article 5 and 16 are to update the Unified Development Code as a result of a new use and a request by the Planning and Zoning Commission and City Council. Previously, there was no definition of Data Centers in Article 16, and it was not listed in the Permitted Use Table under Article 5.

4. Other factors which are deemed relevant and important in the consideration of the amendment.
Staff has ensured all UDC requirements have been met for the proposed Unified Development Code amendment.

The Planning and Zoning Commission and City Council requested amendments to the Unified Development Code to add Data Centers and require Specific Use Permits. The Planning and Zoning Commission held a public hearing for the item at the August 5, 2026, Planning and Zoning Commission meeting. The Planning and Zoning Commission held a lengthy discussion on existing data centers, sizing of data centers, potential loopholes with a specific definition, revisiting the amendments, and appropriate zoning districts.

The Planning and Zoning Commission made a recommendation of approval with amendments to the proposed definitions and proposed zoning districts. The proposed amendments are as seen below:

Planning and Zoning Commission Recommendation for Proposed UDC Amendments		
Article	UDC Section	Proposed Amendment
Article 5	Section 21.5.8- Specifically the Permitted Use Table	Require a Specific Use Permit (SUP) for Data Centers in Manufacturing (*Heavy*) District (M-2)
Article 16	Definitions	A building or group of buildings used for, including but not limited to, housing and running computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data.

After the discussion held at the Planning and Zoning Commission, Planning Staff amended the proposed amendments to include an extra sentence in the definition that will not unintentionally delay office buildings from having small server and/or data rooms to support their internal IT operations. The Planning and Zoning Commission amended the proposed UDC Amendments to only allow a Data Center with an approved Specific Use Permit (SUP) in Manufacturing (*Heavy*) District (M-2), whereas Staff is maintaining the proposed amendments for Article 5, Section 21.5.8 to allow a Data Center in Manufacturing (*Light*) District (M-1) and Manufacturing (*Heavy*) District (M-2) with an approved Specific Use Permit (SUP).

RECOMMENDATION

Staff Recommendation:
Staff recommends approval of Ordinance 26-S-020 as presented by Staff.

Article	UDC Section	Proposed Amendment

Article 5	Section 21.5.8- Specifically the Permitted Use Table	Require a Specific Use Permit (SUP) for Data Centers in Manufacturing (*Light*) District (M-1) and Manufacturing (*Heavy*) District (M-2)
Article 16	Definitions	A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission held a public hearing for the item at the August 5, 2026, Planning and Zoning Commission meeting, and made a recommendation to City Council with amendments to the Definition and proposed zoning districts with a unanimous vote.

Article	UDC Section	Proposed Amendment
Article 5	Section 21.5.8 - Specifically the Permitted Use Table	Require a Specific Use Permit (SUP) for Data Centers in Manufacturing (Heavy) District (M-2)
Article 16	Definitions	A building or group of buildings used for, including but not limited to, housing and running computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data.

Attachments

Ordinance 26-S-020 with Attachments
Article 5- Section 21.5.8.- Permitted Use Table- REDLINES
Article 16- Definitions- REDLINES
City Council Presentation Slides

ORDINANCE 26-S-020

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 5, SECTION 21.5.8 AND ARTICLE 16 DEFINITIONS IN RELATION TO DATA CENTERS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the "City") adopted and Amended and Restated the Unified Development Code on April 13, 2010, as further amended (the "Current UDC"); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revisions and updates to, and reorganization of, the Current UDC; and

WHEREAS, on August 5, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval with amendments; and

WHEREAS, on October 20, 2026, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that proposed amendments are appropriate and are in the best interest of the public safety, health, and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The Current UDC is hereby amended as set forth on Exhibit A hereto.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED AND APPROVED this ____day of _____ 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

Exhibit “A”
Proposed Unified Development Code (UDC) Amendments

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

Proposed UDC Amendment

Article 5- Section 21.5.8. – Permitted Use Table

RESIDENTIAL USES															PERMITTED USES	COMMERCIAL/INDUSTRIAL USES						
PRE	AD	RA	R-1	R-2	R-3	R-4	R-5	R-6	R-7	MHS	MHP	GH	MSMU	MS MU-ND	TH	OP	NS	GB	GB-2	M-1	M-2	PUB
Predevelopment	Agricultural District	Residential/ Agricultural	Single Family—1	Single Family—2	Two-Family	Apartment/ Multi-Family	Middle Density Residential District	Single Family—6	Single Family—7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed	Main Street Mixed Use—	Townhome District		Office & Professional	Neighborhood Service	General Business	General Business—2	Manufacturing—Light	Manufacturing—Heavy	Public Use District
															Data Center					S	S	

No other changes are proposed.

ARTICLE 16. DEFINITIONS

Data Center: A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

Proposed UDC Amendment

Article 5- Section 21.5.8. – Permitted Use Table

RESIDENTIAL USES															PERMITTED USES	COMMERCIAL/INDUSTRIAL USES						
PRE	AD	RA	R-1	R-2	R-3	R-4	R-5	R-6	R-7	MHS	MHP	GH	MSMU	MS MU-ND	TH	OP	NS	GB	GB-2	M-1	M-2	PUB
Predevelopment	Agricultural District	Residential/ Agricultural	Single Family—1	Single Family—2	Two-Family	Apartment/ Multi-Family	Middle Density Residential District	Single Family—6	Single Family—7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed	Main Street Mixed Use—	Townhome District		Office & Professional	Neighborhood Service	General Business	General Business—2	Manufacturing—Light	Manufacturing—Heavy	Public Use District
															Data Center					S	S	

No other changes are proposed.

ARTICLE 16. DEFINITIONS

Data Center: A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

Ord. 26-S-020

Article 5, Section 21.5.8 and Article 16

Daisy Marquez| Senior Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

Previous Discussions:

- May 6, 2026 Planning and Zoning Commission
  - Request from Chairman Wallace
- July 1, 2026 Planning and Zoning Commission
  - Workshop and Discussion
- July 21, 2026 City Council Meeting
  - Request from Councilmember Watson

- UDC Section 21.4.7:
  - City Council and his/her designee may request UDC amendments
- August 5, 2026, Planning and Zoning Commission Meeting
- August 12, 2026, and September 30 Posted in “San Antonio Express”

Current UDC:

- Data Centers not defined and not in permitted use table

Proposed Amendments

- Article 5 Section 21.5.8. Permitted Use Table

RESIDENTIAL USES																PERMITTED USES	COMMERCIAL/INDUSTRIAL USES						
PRE	AD	RA	R-1	R-2	R-3	R-4	R-5	R-6	R-7	MHS	MHP	GH	MSMU	MS MU-ND	TH		OP	NS	GB	GB-2	M-1	M-2	PUB
Predevelopment	Agricultural District	Residential/ Agricultural	Single Family—1	Single Family—2	Two-Family	Apartment/ Multi-Family	Middle Density Residential District	Single Family—6	Single Family—7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed	Main Street Mixed Use—	Townhome District	Data Center	Office & Professional	Neighborhood Service	General Business	General Business—2	Manufacturing—Light	Manufacturing—Heavy	Public Use District
																S					S		

SCHERTZ
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SUP Criteria for Approval 21.5.11.D

1.The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.

4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;

5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

- **Conditions can be added to SUP per staff, P&Z recommendation, and City Council**
- **Any proposals will be reviewed on a case by case basis with City Council having discretion on approval**
- **Concerns discussed during workshop can be addressed and evaluated through the criteria of approval**

Proposed Amendments- Article 16- Definitions

- Proposed at the Planning and Zoning Commission

ARTICLE 16. DEFINITIONS

Data Center: A building or group of buildings used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data.

- Updated Staff Proposal After P&Z Discussion:

ARTICLE 16. DEFINITIONS

Data Center: A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

UDC Section 21.4.7.D Criteria for Approval

1. The proposed amendment promotes the health, safety, and general welfare of the City;

- Promotes general welfare of the City
- Defines what a Data Center is in our UDC
- Defines process based on placement in Permitted Use Table
- SUP Process:
  - Hearing Process
  - Allows discretion of any proposals to City Council
  - Allows for conditions to be required and added as part of the approval

UDC Section 21.4.7.D Criteria for Approval

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;

- Intent of UDC: Safe, orderly, efficient development and expansion
- Intent of Zoning
  - Promote public health, safety, and welfare
  - Consideration of character of each zoning district and appropriate use of land

- Manufacturing (Light) District (M-1)
  - Light industrial development, manufacturing, assembly, and warehousing that should not emit dust, smoke, or odor detectable beyond their property boundary

- Manufacturing (Heavy) District (M-2)
  - Intensive industrial and manufacturing activities that emit noise, dust, smoke, and vibrations under controlled conditions

UDC Section 21.4.7.D Criteria for Approval

2. Cont.

- M-1 and M-2 are the most intensive zoning districts that are not appropriate and/or compatible adjacent to residential uses

- Data Centers are not being proposed in General Business District-II (GB-2) with a SUP
  - GB-2 zoning in proximity to residential uses and zoning
  - GB-2 along major interstates that do not meet the current Comprehensive Land Use Plan Vision

UDC Section 21.4.7.D Criteria for Approval

2. Cont.

- Existing GB-2 adjacent to residential and along IH-35/ IH-10





UDC Section 21.4.7.D Criteria for Approval

2. Cont.

- Existing GB-2 adjacent to residential and along IH-35/ IH-10





SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

UDC Section 21.4.7.D Criteria for Approval

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

- Not result of error or state law changes
- Result of requests from Planning and Zoning Commission and City Council
- Previously, no definition of Data Center or in the permitted use table

UDC Section 21.4.7.D Criteria for Approval

4. Other factors which are deemed relevant and important in the consideration of the amendment.

- At the request of P&Z and City Council
- All UDC requirements have been met for the proposed amendments

- Planning and Zoning Commission held a public hearing for the item on August 5, 2026. The Commission held a discussion on the following:
  - Existing “Data Centers”
  - Removing Data Centers from M-1 Zoning
  - Sizing requirements
  - Potential Loopholes with specific definitions
  - The potential for amendments in the future

UDC Section 21.4.7.D Criteria for Approval

4. Cont.

- The Planning and Zoning Commission made a recommendation of approval with the following amendments:

Article 5 Section 21.5.8- Permitted Use Table	Require a Specific Use Permit (SUP) in Manufacturing (*Heavy*) District (M-2)
Article 16- Definition	Data Center: A building or group of buildings used for, including but not limited to, housing and running computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, collection, and transmitting of information and data.

- After the discussion held , Staff amended the proposed amendments to include a stipulation in the definition of Data Centers, that will not unintentionally prevent office buildings from having their small server or data rooms to support their internal IT operations.

Staff Recommendation

Staff recommends approval of Ord.26-S-020 as presented by Staff.

RESIDENTIAL USES															PERMITTED USES	COMMERCIAL/INDUSTRIAL USES						
PRE	AD	RA	R-1	R-2	R-3	R-4	R-5	R-6	R-7	MHS	MHP	GH	MSMU	MS MU-ND	TH	OP	NS	GB	GB-2	M-1	M-2	PUB
Predevelopment	Agricultural District	Residential/ Agricultural	Single Family—1	Single Family—2	Two-Family	Apartment/ Multi-Family	Middle Density Residential District	Single Family—6	Single Family—7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed	Main Street Mixed Use—	Townhome District	Data Center	Office & Professional	Neighborhood Service	General Business	General Business—2	Manufacturing—Light	Manufacturing—Heavy	Public Use District
																				S	S	

ARTICLE 16. DEFINITIONS

Data Center: A building or group of buildings primarily used for housing and running large computer systems, storing computer servers, data storage devices, and network equipment for the processing, storing, retrieval, collection, and transmitting of information and data. Not to include primary office uses with internal server and data rooms to support internal information technology operations.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on August 5, 2026 and made a recommendation of approval to City Council with amendments to only permit Data Centers in M-2 with an SUP and amendments to the definition.

Existing “Data Centers”



5804 Tri-County



5730 Tri-County



5700 Mid-Cities Pkwy

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Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**City Secretary**
Subject:	**Worksession - Conduct a Public Hearing regarding the Scenic Hill Drainage (Deputy City Manager Brian James)**

BACKGROUND

The residents/HOA Board members of Scenic Hills have approached city staff and councilmembers via the Hearing of Residents, to express concern and frustration over the costs they are having to bear for maintaining the drainage infrastructure in their neighborhood, a gated community. Their feeling is that since the drainage infrastructure, corrugated metal pipes, conveys flow through their neighborhood from developed areas outside their neighborhood, the City should bear the cost of maintenance. Further, they believe the infrastructure installed was not sized to accommodate the off-site developed flows, and that the volume of off-site drainage damaged the pipes, causing the need for the replacement. They indicated that the sections of pipe they replaced on two previous occasions, were smaller than was indicated on the construction plans, further exacerbating the issue that led to the damage and noting the City did not verify the pipe sizes before the neighboring property was developed. They have pointed out the City made improvements to the system, a street grate and an additional section of underground pipe that caused some of the problems and increased their maintenance responsibility.

Scenic Hills is unique in that it was annexed after it was developed, so the City was not involved in the approval or inspection process. Also, it is a gated community. While it is not uncommon for HOAs of residential neighborhoods to maintain drainage infrastructure outside of the right-of-way, where a neighborhood is not gated, the City would maintain the streets and drainage infrastructure in the right-of-way. When the City replaced the section of metal pipe under Country Club Boulevard that is connected to Scenic Hills, the age of the pipe seemed to be a significant factor in the failure. Staff has met with the HOA group to discuss the situation and understand their concerns.

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Engineering**
Subject:	**Workshop Regarding Street Lighting (City Engineer Kathy Woodlee)**

BACKGROUND

This workshop will provide an overview of findings and recommendations regarding street lighting on Schertz Parkway and on Green Valley Road.

Attachments

Streetlight Presentation

Street Lighting Concerns

Schertz Parkway & Green Valley Rd



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Schertz Parkway

Features: hike & bike trail, sidewalk, crosswalks, median islands, turn bays, turn lanes, traffic signals, signs, trees





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Schertz Parkway

Streetlights owned and maintained by: City of Schertz, CPS, and GVEC





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Schertz Parkway



- North of LCRA Easement (CPS)
  - CPS installs, owns, and maintains streetlights. City pays a monthly fee (approx. $30) per light based on light type. (In certain instances, CPS will charge for a portion or all of the installation cost.)
- South of LCRA Easement (GVEC)
  - City owns and maintains lights within the median (including cost of power).
  - GVEC installs, owns, and maintains lights along the outside of right of way (no cost to the City, unless light is deemed unnecessary)

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Schertz Parkway – Recommendations

- All intersections have reduced medians causing streetlighting to be moved to the corners of the intersection or removed altogether.
- Trees along the parkway and in the medians should continue to be trimmed to preserve light distribution as much as possible.
- An on-site evaluation resulted in need for additional lighting at several locations.

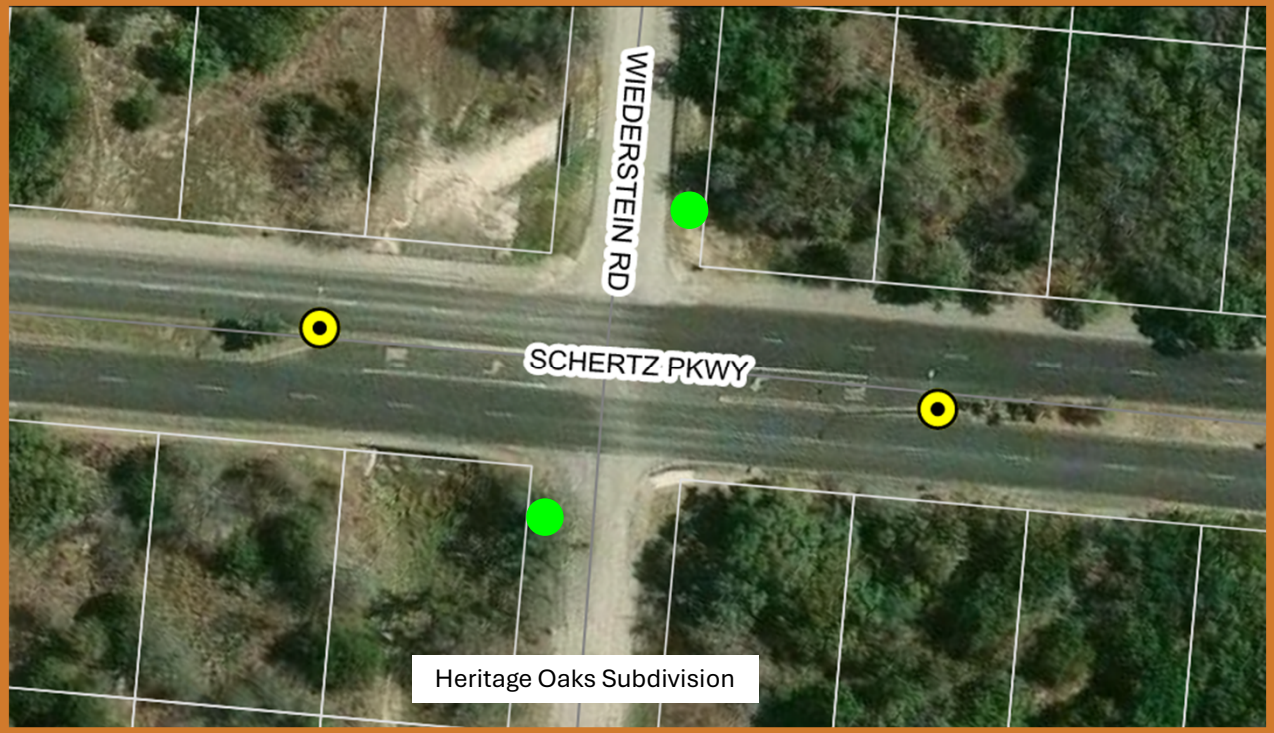
Streetlights should be added at or near the following intersections:

- Schertz Parkway & Wiederstein Road
- Schertz Parkway & Savannah Drive
- Schertz Parkway & Ashley Park
- Schertz Parkway & Curtiss Avenue

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Schertz Parkway – Wiederstein Road

Features: non-controlled intersection, no vertical constraints



Residential subdivision (Heritage Oaks) under construction on west side of Schertz Parkway.

Lights will be located in right of way and will be installed, owned, and maintained by CPS. (Monthly fee approx. $30 per light paid by City)

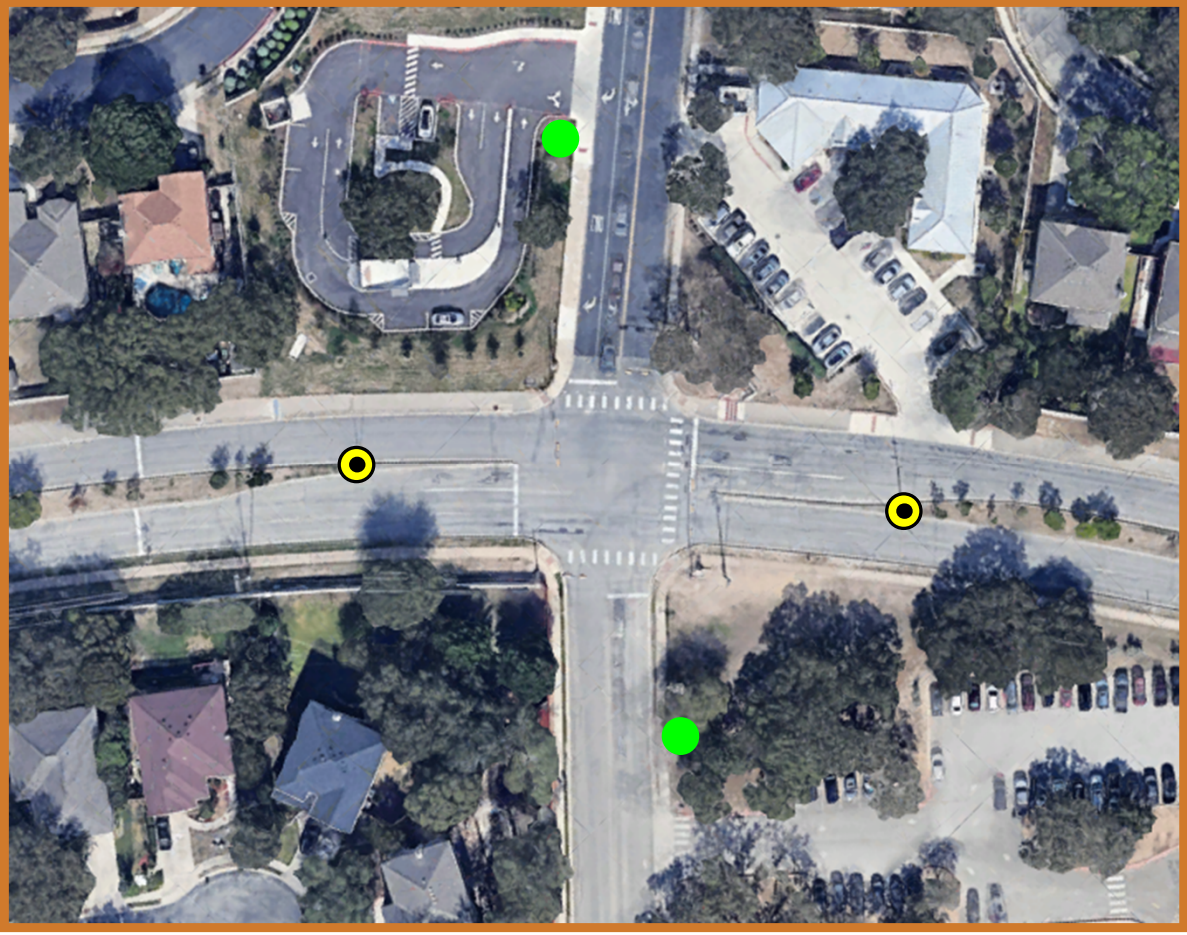
Traffic Signal CIP can include installation of street lights on common poles of signals.

Coordination with CPS is pending.

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Schertz Parkway – Savannah Drive

Features: fully controlled intersection, possible vertical constraints



-Light is adequate on Schertz Parkway (additional light above traffic signal).
-Savannah legs of intersection are dark.

Additional lights to be added on Savannah east and west of Schertz Parkway.

Lights will be located in right of way and will be installed, owned, and maintained by GVEC. (No cost to City)

Coordination with GVEC is pending.

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Schertz Parkway – Ashley Park

Features: non-controlled intersection, no vertical constraints



Crosswalk on Ashley on east side of Schertz Parkway is dark.

Light will be located in right of way and will be installed, owned, and maintained by GVEC. (No cost to City)

Coordination with GVEC is pending.

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Schertz Parkway – Curtiss Avenue

Features: 4-way stop, overhead (trees) and signage constraints



Light to be located in right of way and will be installed, owned, and maintained by GVEC. (No cost to City)

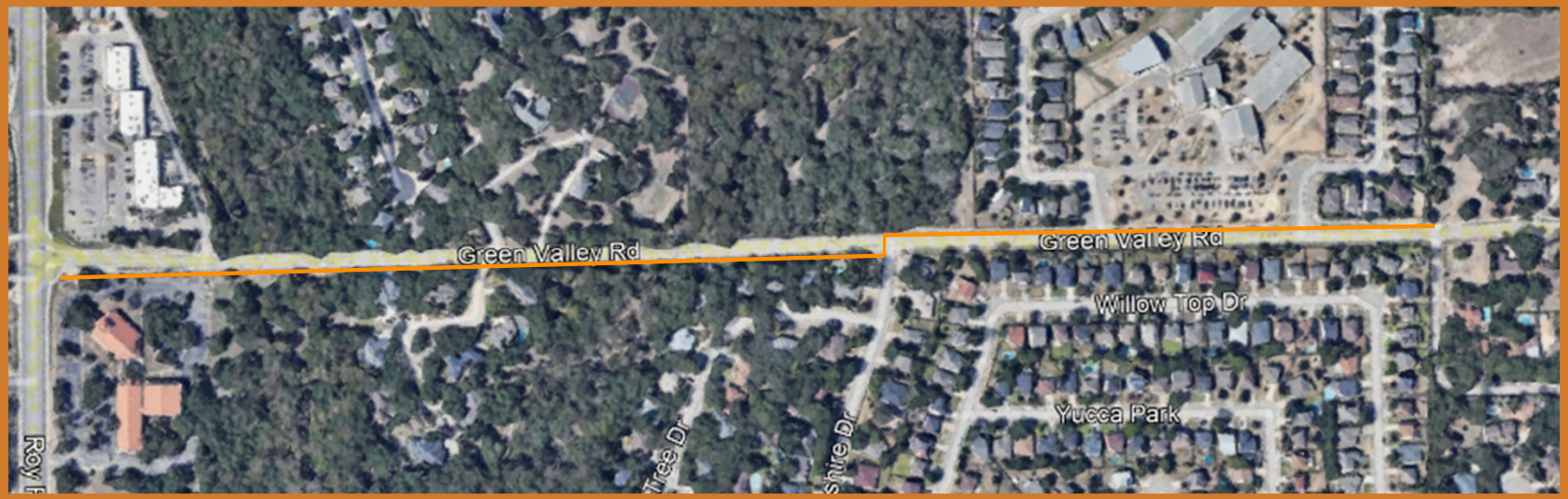
Coordination with GVEC is pending.

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Green Valley Road

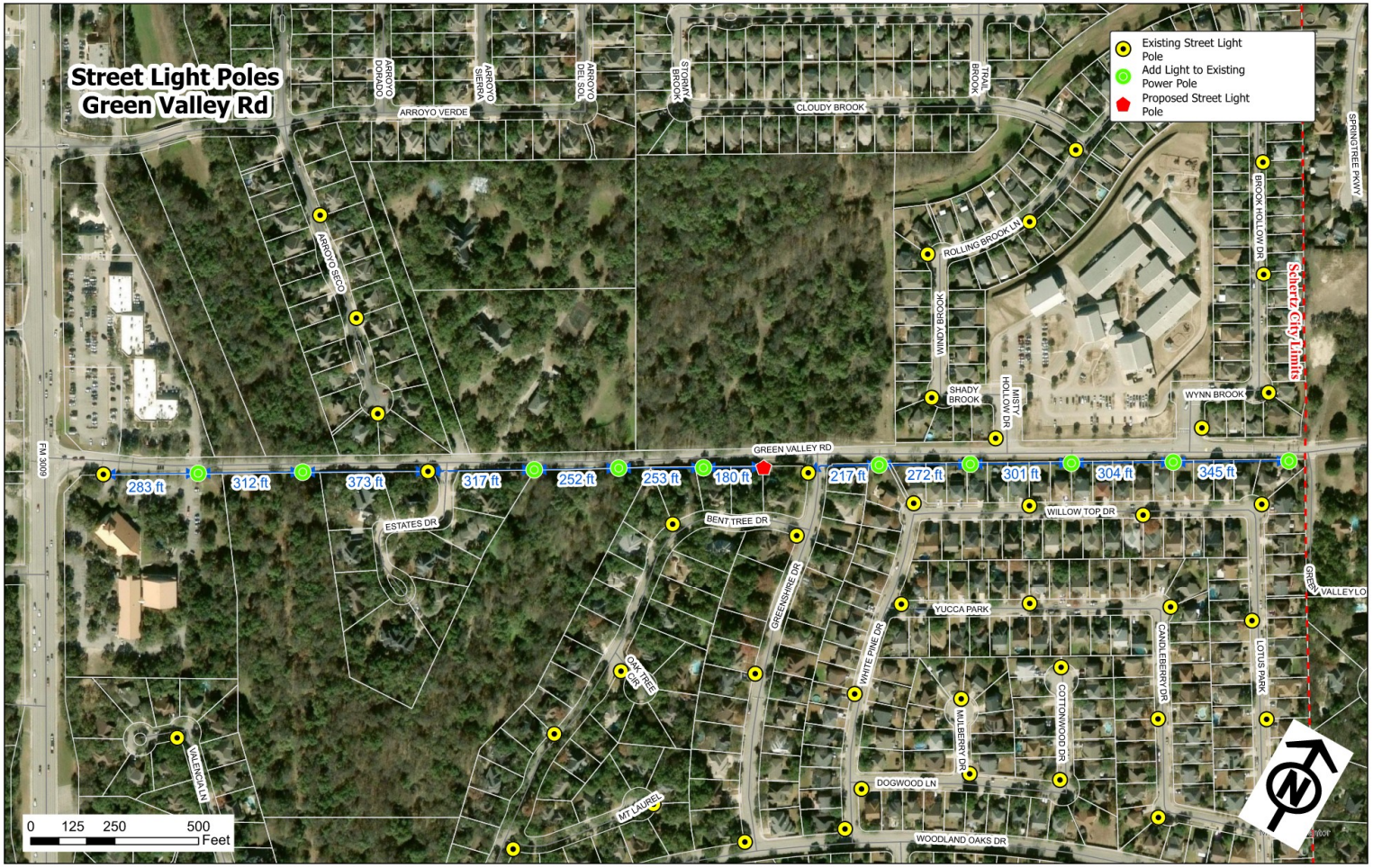
Features: sidewalk on south side of road from FM 3009 to Greenshire, sidewalk on north side of road from Greenshire to City limits

Streetlights: GVEC lights at several intersections, not effective on Green Valley Road for pedestrians or vehicles



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Green Valley Road



Public Works is coordinating with GVEC on installation of the recommended lights.

Lights will be located in right of way and will be installed, owned, and maintained by GVEC. (No cost to City)

Installation expected in 4-6 weeks.

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DISCUSSION



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Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Economic Development Corporation**
Subject:	**The City Council will meet in closed session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations, to deliberate the offer of a financial or other incentive to a business prospect:** **1. Project Cool Cat**

Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting: **October 20, 2026**
Department: **Finance**
Subject: **Check Report - August 2026 (Finance Director James Walters)**

BACKGROUND

Attached is a vendor expenditure report from August 2026, detailing all vendors with whom the City spent $25,000 - $100,000. These reports will be provided to Council monthly for awareness.

Attachments

August 2026 Check Report

Monthly Council Check Report

City of Schertz, TX

By Check Number

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: NAP-Schertz Bank Pooled Cash						
0112013	FARRWEST SPECIALTY VEHICLES, LLC	08/06/2026	EFT	0.00	36,939.18	102217
13949	Martinez Architects LP	08/13/2026	EFT	0.00	26,550.00	102260
0112126	Unintech Consulting Engineers, Inc	08/19/2026	EFT	0.00	51,570.50	102270
14436	Green Valley Special District	08/25/2026	EFT	0.00	62,500.00	102293
0110617	KIMLEY-HORN AND ASSOCIATES INC	08/25/2026	EFT	0.00	40,536.87	102294
016859	YMCA of Greater San Antonio	08/25/2026	EFT	0.00	34,618.58	102305
12639	Stryker Sales, LLC	08/27/2026	EFT	0.00	39,246.19	102318
12697	Alamo Title Company	08/06/2026	Regular	0.00	46,755.00	724711
019912	CIBOLO CREEK MUNICIPAL AUTHORITY	08/06/2026	Regular	0.00	77,431.00	724716
012574	CITY OF SEGUIN	08/12/2026	Regular	0.00	51,229.00	724842
0111632	WEX BANK	08/12/2026	Regular	0.00	31,116.18	724878
0111995	GVEC	08/13/2026	Regular	0.00	64,278.90	724894
13227	Sandoval Contracting Inc	08/13/2026	Regular	0.00	40,902.91	724905
010003	Alamo Area Council of Governments	08/19/2026	Regular	0.00	42,666.00	724912
017109	C-3 Environmental Specialties, LP	08/21/2026	Regular	0.00	48,250.00	724953
12698	Way Mechanical	08/21/2026	Regular	0.00	71,796.64	724976
0110793	MAGIC IN THE SKY, LLC	08/25/2026	Regular	0.00	30,071.62	725042
13206	Sames Bastrop Ford, Inc	08/25/2026	Regular	0.00	59,618.00	725047
011256	MALDONADO NURSERY & LANDSCAPING	08/27/2026	Regular	0.00	61,026.23	725081
13045	Global Payments Direct, Inc	08/03/2026	Bank Draft	0.00	36,857.36	DFT0000679

Bank Code NAP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	12	0.00	625,141.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	36,857.36
EFT's	16	7	0.00	291,961.32
	37	**20**	**0.00**	**953,960.16**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	12	0.00	625,141.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	36,857.36
EFT's	16	7	0.00	291,961.32
	37	**20**	**0.00**	**953,960.16**

Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	8/2026	953,960.16
			953,960.16

Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**October 20, 2026**
Department:	**Finance**
Subject:	**Check Report - September 2026 (Finance Director James Walters)**

BACKGROUND

Attached is a vendor expenditure report from September 2026, detailing all vendors with whom the City spent $25,000 - $100,000. These reports will be provided to Council monthly for awareness.

Attachments

September 2026 Check Report

Monthly Council Check Report

City of Schertz, TX

By Check Number

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: NAP-Schertz Bank Pooled Cash						
0110617	KIMLEY-HORN AND ASSOCIATES INC	09/01/2026	EFT	0.00	30,000.00	102331
0110468	Computer Solutions	09/17/2026	EFT	0.00	31,820.80	102409
012400	SHI GOVERNMENT SOLUTIONS	09/17/2026	EFT	0.00	95,044.08	102413
12639	Stryker Sales, LLC	09/23/2026	EFT	0.00	34,794.87	102424
0110617	KIMLEY-HORN AND ASSOCIATES INC	09/23/2026	EFT	0.00	57,365.54	102425
0112256	RescueGear, Inc	09/24/2026	EFT	0.00	27,905.26	102440
14274	TIP Strategies, Inc.	09/24/2026	EFT	0.00	29,348.99	102443
016859	YMCA of Greater San Antonio	09/24/2026	EFT	0.00	34,618.58	102444
019465	CVLGC	09/03/2026	Regular	0.00	100,000.00	725147
010073	Guadalupe Appraisal District	09/03/2026	Regular	0.00	37,546.09	725154
012574	CITY OF SEGUIN	09/09/2026	Regular	0.00	51,229.00	725188
011097	Schertz Seguin Local Government Corporation	09/09/2026	Regular	0.00	25,251.32	725206
0111995	GVEC	09/10/2026	Regular	0.00	68,586.01	725265
019924	PRECISION DELTA CORP	09/10/2026	Regular	0.00	39,511.50	725276
14370	A-Squared Water Treatment, LLC	09/16/2026	Regular	0.00	31,500.00	725288
013005	CITY OF SAN ANTONIO	09/16/2026	Regular	0.00	79,009.99	725295
14596	CV Schertz TX BTR, LP	09/16/2026	Regular	0.00	85,000.00	725298
14281	Highland Homes	09/16/2026	Regular	0.00	43,810.00	725311
12698	Way Mechanical	09/29/2026	Regular	0.00	96,141.47	725505
14565	Voyager Systems Inc	09/02/2026	Bank Draft	0.00	69,094.57	DFT0000722
13045	Global Payments Direct, Inc	09/02/2026	Bank Draft	0.00	39,367.13	DFT0000747

Bank Code NAP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	11	0.00	657,585.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	108,461.70
EFT's	12	8	0.00	340,898.12
	29	**21**	**0.00**	**1,106,945.20**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	11	0.00	657,585.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	108,461.70
EFT's	12	8	0.00	340,898.12
	29	**21**	**0.00**	**1,106,945.20**

Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	9/2026	1,106,945.20
			1,106,945.20